



**AGENDA
OXFORD CITY COUNCIL REGULAR MEETING**

COURTHOUSE

TUESDAY, APRIL 1, 2025 AT 7:30 PM

William Snavely, Mayor

Chantel Raghu, Vice-Mayor
Jason Bracken
Michael Smith

Amber Franklin
Alex French
David Prytherch

MEETING PROCEDURE: Comments from the Public are welcome at two different times during the course of the meeting: (1) Comments on items not on the Agenda, and Consent Agenda items, will be heard under Public Comments – and (2) Comments on all Resolutions and Ordinances will be heard during Council consideration of said item. Please wait until you are recognized by the Mayor, state your name and address so that your comments may be properly recorded and limit your remarks to a period of five minutes or less.

1. Roll Call.
2. Pledge of Allegiance.
3. Approval of Agenda.
4. Public Participation.
 - A. Proclamation- Education and Sharing Day 2025
 - B. Proclamation - Earth Day 2025
 - C. Enjoy Oxford Annual Report - Ms. Kim Daggy
 - D. Public Comments

The purpose of the public comments section is for members of the public to speak to the City Council on any subject not scheduled on the Agenda, except consent agenda items. To speak, you may approach the podium and wait to be addressed by the Mayor. You will need to state your name and address for the public record. City Council values your comments, and Council rules limit public comments to five minutes for each person. Presentations are not to be in the form of public debate, personal attacks on Council, City staff, or other members of the public, and Council shall not act except to direct the City Manager to take action or schedule the matter for discussion at a later date.

5. Consent Agenda.

All matters under the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion. Any City Council member may, however, remove an item from consent by request. Items removed for separate discussion will be considered after the motion to approve the Consent Agenda.

- A. Minutes from the March 18, 2025, City Council Meeting. (Heather Barbour, Clerk of Council)
- B. A Resolution Authorizing The City Manager To Waive The Fees Adopted In The Fee Ordinance For The Street Closures For The Visitors Bureau (Enjoy Oxford) For The 2025 Annual Summer Music Festival. (Jessica Greene, Assistant City Manager)

6. Resolutions.

- A. A Resolution Directing The City Manager To Designate 5234 Hester Rd. As A Location For Affordable Housing And Begin The Rezoning Process. (Jessica Greene, Assistant City Manager)
- B. A Resolution Accepting The Bid And Authorizing The City Manager To Enter Into An Agreement With Barrett Paving Materials, Inc. For The 2025 Street Resurfacing And Maintenance Program At A Cost Of \$577,969.30 With Alternate #1 Costing \$79,184.50 Plus A Contingency In The Amount Of \$42,846.20 For A Total Cost Not To Exceed \$700,000.00. (Michael Dreisbach, Service Director)
- C. A Resolution Authorizing The City Manager To Enter Into An Agreement With Rawdon Myers, Inc. For The Replacement Of The (SCADA) Supervisory Control And Data Acquisition Computer Control System At The City's Wastewater Treatment Plant For A Total Cost Not To Exceed \$403,441.50. (Michael Dreisbach, Service Director)
- D. A Resolution Authorizing The City Manager To Enter Into A Local -Let Project Agreement With The Ohio Department Of Transportation (ODOT) For The Installation Of Electric Vehicle Charging Stations (DCFC) At The Uptown Surface Lot And The Oxford Municipal Building. (Michael Dreisbach, Service Director)

- E. A Resolution Authorizing The Release Of A Public Improvement Bond In The Amount Of \$271,041.98 For Owl's Landing Subdivision For Blocks A & B And \$617,455.71 For Block C, And Acceptance Of A New Public Improvement Bond In The Amount Of \$233,482.45 Ensuring The Completion Of Owl's Landing Subdivision Public Improvements. (Michael Dreisbach, Service Director)
- F. A Resolution Authorizing The City Manager To Sign A Memorandum Of Understanding With Three Property Owners Within The North Ridge III Subdivision Regarding The Maintenance Of An Existing Bike Path Easement Between Honor Lane and Dufour Lane (Sam Perry, Community Development Director)
- G. A Resolution Accepting The Insurance Bid Of Insurance Specialist Group, Inc., DBA Love Insurance Partners For The City's Property And Casualty Insurance Coverage For 2025. (Heidi Ridenour, Finance Director)

7. Ordinances.

Ordinances are adopted using a two-step procedure. First reading introduces the Ordinance and provides an opportunity for public input on the subject as well as allowing Council to request more information as needed. Second reading is to provide Council with the opportunity to consider new information and to deliberate.

- A. First Reading
- B. Second Reading

8. Announcements & Communications.

- A. Remarks from City Council and City staff.

The comments expressed by individual members of Council or City staff during this portion of a City Council meeting do not necessarily reflect the views of the City of Oxford, The Oxford City Council, or the City staff.

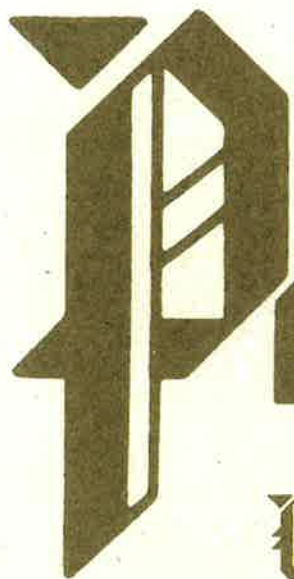
- B. Future Meetings.

(Note: Meetings are held at the Court House unless otherwise indicated.)

DATE	Meeting		
1. Apr 2	Environmental Commission	Municipal Building	7:00 p.m.
	Apr 3 Housing Advisory Commission	College@Elm	5:00 p.m.
	Apr 8 Planning Commission	Courthouse	7:00 p.m.

Apr 9	Historic & Architectural Preservation Commission	Courthouse	6:00 p.m.
Apr 14	Oxford Recreation Board	Municipal Building	11:30 a.m.
Apr 14	Public Arts Commission of Oxford	Municipal Building	5:30 p.m.
Apr 15	City Council	Courthouse	7:30 p.m.
Apr 16	Board of Building Appeals	Courthouse	5:30 p.m.
Apr 22	Board of Zoning Appeals	Courthouse	6:30 p.m.
May 1	Housing Advisory Commission	College@Elm	5:00 p.m.
May 6	City Council	Courthouse	7:30 p.m.

9. Adjourn.



Office of the Mayor

Proclamation

Whereas:

the basis for the continuity of any society is education; In Oxford, the education of our youth is a priority; and

WHEREAS, in order to achieve its highest goals, education must not only impart knowledge, but also teach students how to live, forming and strengthening their moral character to make a better life for themselves as individuals and for society as a whole; and

WHEREAS, a global spiritual leader, the Rebbe, Rabbi Menachem M. Schneerson, stressed that a moral and ethical education empowers every individual to develop their full potential in making the world a better place; and

WHEREAS, such an education can nurture the unity of diverse peoples through encouraging increased acts of goodness and kindness, with an awareness that even a single positive act can change the world and usher in an era of global peace; and

WHEREAS April 9, 2025, will mark 123 years since the Rebbe's birth, and this year begins the celebrations of the 76th anniversary of his leadership of the Chabad Lubavitch movement; and

WHEREAS, "Education & Sharing Day" is observed each year on the Rebbe's birthday in recognition of his outstanding and lasting contributions toward the improvement of education, morality, and acts of charity around the world; a day to pause and reflect on our responsibility to ensure our youth have the foundation necessary to lead lives rich in purpose and fulfillment through service and good works; and

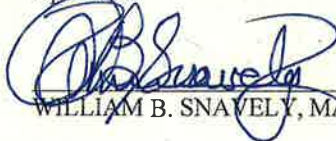
NOW, THEREFORE, I, William B. Snavely, Mayor of the City of Oxford, Ohio, do hereby proclaim Wednesday, April 9, 2025, as,

"EDUCATION & SHARING DAY OXFORD"

and call upon everyone to work together to create a better, brighter, and more promising future for all.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Oxford to be affixed this 1st day of April 2025


WILLIAM B. SNAVELY, MAYOR

Office of the Mayor

P Proclamation

Whereas:

on April 22, 1970, United States Senator Gaylord Nelson of Wisconsin and Denis Hayes organized the first nationwide day devoted to environmental awareness and education that was celebrated by an estimated 20 million Americans; and

WHEREAS, this day of environmental awareness and education is celebrated worldwide in some 180 countries, with the participation of over 4,000 separate organizations; and

WHEREAS, individuals and institutions have a mutual responsibility to seek ecological, economical, and ethical choices that enable the world, as well as our individual communities, to establish and maintain sustainable societies.

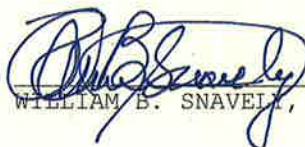
NOW, THEREFORE, I, William B. Snavely, Mayor of the City of Oxford, Ohio, do hereby proclaim that on Saturday, April 22, 2025, the City of Oxford will recognize and participate in the national and international celebration of:

'EARTH DAY'

I urge all citizens to celebrate Earth Day and to remind each person of their right and responsibility to the wise use of this global home, to heal, preserve, and improve the Earth and the quality of life for this and future generations, and to approach every day as an Earth Day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Oxford to be affixed this 1st day of April, 2024.




WILLIAM B. SNAVELY, MAYOR



**MINUTES
OXFORD CITY COUNCIL REGULAR MEETING
COURTHOUSE
TUESDAY, MARCH 18, 2025 AT 7:30 PM**

MEETING PROCEDURE: Comments from the Public are welcome at two different times during the course of the meeting: (1) Comments on items not on the Agenda, and Consent Agenda items, will be heard under Public Comments – and (2) Comments on all Resolutions and Ordinances will be heard during Council consideration of said item. Please wait until you are recognized by the Mayor, state your name and address so that your comments may be properly recorded and limit your remarks to a period of five minutes or less.

1. Roll Call.

Motion – To Enter Executive Session at 7:15 p.m. O.R.C. Section 121.22 (G)(3) To consider pending and threatened litigation and O.R.C. Section 121.22(G)(1) To Consider Appointments to Boards and Commissions.

(Roll Call Vote) 1st Ms. Franklin 2nd Mr. Prytherch

AYE # 6

Mr. Bracken, Ms. Franklin, Ms. French, Mr. Prytherch, Mr. Smith and Mayor Snavely

NAY # 0

ABS # 0

Motion – To Return from Executive Session at 7:30 p.m. O.R.C. Section 121.22 (G)(3) To consider pending and threatened litigation and O.R.C. Section 121.22(G)(1) To Consider Appointments to Boards and Commissions.

(Voice Vote) 1st Ms. Franklin 2nd Ms. French

AYE # 6

NAY # 0

ABS # 0

A regular meeting of the Oxford City Council was called to order by Mayor Snavely on Tuesday, March 18, 2025, at 7:30 p.m. Members in attendance were Amber Franklin, Alex French, David Prytherch, Michael Smith, and Jason Bracken. Chantel Raghu was excused.

Staff Members in Attendance

Mr. Douglas R. Elliott, Jr., City Manager; Ms. Jessica Greene, Assistant City Manager; Mr.

Michael Dreisbach, Service Director; Mr. John Jones, Police Chief; Mr. John Detherage, Fire Chief; Mr. Sam Perry, Community Development Director; Ms. Heidi Ridenour, Finance Director; Mr. Goeff Robinson, Police Lieutenant; Mr. Chris Conard, Law Director, and Ms. Heather Barbour, Clerk of Council.

2. Pledge of Allegiance.

3. Approval of Agenda.

Motion – To Approve the Agenda
(Voice Vote) 1st Mr. Prytherch 2nd Ms. Franklin
AYE # 6
NAY # 0
ABS # 0

4. Public Participation.

A. Swearing-In of Lt. Adam Price (John Jones, Police Chief)

Chief Jones introduced Sergeant Adam Price and presented slides highlighting Sergeant Price's career with OPD. Mr. Conard began swearing in the new Lieutenant by instructing Lieutenant Price to recite the oath. Chief Jones called Lieutenant Price's wife and daughters to the podium to complete the pinning ceremony. Lieutenant Price thanked the City for the opportunity and is looking forward to working with the staff and other officers. Lieutenant Price thanked the friends, family, and community members who came out.

B. Appointments to Boards and Commissions

Motion – To reappoint all members of Council to current boards and commissions until November 30, 2025.
(Voice Vote) 1st Ms. French 2nd Ms. Franklin
AYE # 6
NAY # 0
ABS # 0

C. Public Comments

The purpose of the public comments section is for members of the public to speak to the City Council on any subject not scheduled on the Agenda, except consent agenda items. To speak, you may approach the podium and wait to be addressed by the Mayor. You will need to state your name and address for the public record. City Council values your comments, and Council rules limit public comments to five minutes for each person. Presentations are not to be in the form of public debate, personal attacks on Council, City staff, or other members of the public, and Council shall not act except to direct the City Manager to take action or schedule the matter for discussion at a later date.

Public Comment - Ms. Tekeia Howard, Cincinnati, OH - Ms. Howard asked for support for the American Heart Association Go Red For Women campaign. Ms. Howard stated that the Go Red For Women campaign is a national initiative dedicated to increasing awareness about heart disease, which remains the number one killer of women in the United States. Ms. Howard noted that Go Red For Women empowers women to take control of their heart health through advocacy, education, and community action. Ms. Howard is asking Oxford to get involved with raising awareness of this health issue within our community. Ms. Howard is serving as a woman of impact this year to raise awareness and raise funds. Ms. Howard mentioned that she would love to partner with the City of Oxford and Miami University next year to launch Oxford Go Red.

Public Comment—Ms. Sarah Meaney, 1329 Dana Drive—Ms. Meaney stated that if this is not the time for her trail comment, please let her know. Mayor Snively asked Ms. Meaney to please wait until the item comes up on the agenda.

5. Consent Agenda.

All matters under the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion. Any City Council member may, however, remove an item from consent by request. Items removed for separate discussion will be considered after the motion to approve the Consent Agenda.

Motion – To Adopt the Consent Agenda
(Voice Vote) 1st Mr. Prytherch 2nd Ms. Franklin
AYE # 6
NAY # 0
ABS # 0

- A. Minutes from the March 4, 2025, City Council Meeting. (Heather Barbour, Clerk of Council)
- B. A Report Regarding the March 5th Environmental Commission Meeting (Jessica Greene, Assistant City Manager)

- C. A Resolution Approving Then And Now Certificates For Purchase Orders Issued Above \$3,000 Where An Invoice Was Received Prior To The Purchase Order Date, As A Requirement Of Ohio Revised Code 5705.41 (D). (Heidi Ridenour, Finance Director)

6. Resolutions.

- A. A Resolution Authorizing The City Manager To Apply For An Interact For Health Public Health Policy Grant For A Three-Year Eviction Diversion And Housing Stability Program For \$90,000.00 And A Local Match Of \$30,000.00 In Year One, With A 4% Increase In Each Following Year. (Jessica Greene, Assistant City Manager)

Motion – To Adopt Resolution No. 7685
(Voice Vote) 1st Ms. Franklin 2nd Mr. Prytherch
AYE # 6
NAY # 0
ABS # 0

Ms. Greene presented her staff report and addressed questions and comments from the Council.

Public Comment - None.

- B. A Resolution To Adopt A Title VI Plan To Demonstrate The City Of Oxford's Commitment To The Civil Rights Act Of 1964 And Our Intention To Foster An Inclusive And Diverse Community, Ensuring That All Residents Have Fair And Equal Access To City Programs And Services, And Complying With All Federal Civil Rights Regulations. (Jessica Greene, Assistant City Manager)

Motion – To Adopt Resolution No. 7686
(Voice Vote) 1st Mr. Prytherch 2nd Ms. French
AYE # 6
NAY # 0
ABS # 0

Ms. Greene presented her staff report and addressed questions and comments from the Council.

Public Comment - Ms. Kathie Brinkman, 404 Emerald Woods Drive - Ms. Brinkman noted during a time when the state department is deporting immigrants in defiance of a federal judge's orders, at a time when the executive branch is ordering the detention of a legal permanent resident without resident evidence of a crime or ties to terrorism because they object to what he's saying. Ms. Brinkman shared at a time when Arlington National Cemetery, the Department of Defense, and many other Federal websites were removing stories and photos of women, people of color, Native Americans, and many others. Ms. Brinkman also noted at a time when a sixth-grade school teacher in Idaho was in danger of losing her job unless she removed a sign from her classroom stating everyone is welcome here. Ms. Brinkman shared that at a time when Congress is considering a bill named the Save Act, it would result in significant voter suppression of people of color, women, the elderly, the disabled, the poor, and many others. Ms. Brinkman stated that she is proud to be a resident of a city that is looking at reaffirming their civil rights policies, and she applauds the Council for considering this Resolution and hopes that you vote unanimously in favor.

- C. A Resolution Making An Appointment To The Butler County 9-1-1 Program Review Committee. (Douglas R. Elliott, Jr., City Manager)

Motion – To Adopt Resolution No. 7687
(Voice Vote) 1st Mr. Prytherch 2nd Ms. Franklin
AYE # 6
NAY # 0
ABS # 0

Motion – To strike the third Whereas statement in the Resolution.
(Voice Vote) 1st Mr. Prytherch 2nd Ms. Franklin
AYE # 6
NAY # 0
ABS # 0

Mr. Elliott presented his staff report and addressed questions and comments from the Council.

Public Comment - None.

- D. A Resolution Designating Public Depositories And Extending The Deposit Of Active Public Funds For A One-Year Period Commencing April 6, 2025. (Heidi Ridenour, Finance Director)

Motion – To Adopt Resolution No. 7688
(Voice Vote) 1st Mr. Prytherch 2nd Ms. Franklin
AYE # 6
NAY # 0
ABS # 0

Ms. Ridenour presented her staff report and addressed questions and comments from the

Council.

Public Comment - None.

- E. A Resolution Authorizing The City Manager To Submit A Grant Application To The Ohio Department Of Natural Resources (ODNR) For Up To \$52,000.00 To Increase And Strengthen Oxford's Tree Canopy By Removing And Replacing Callery Pear Trees In The Uptown Area. (Michael Dreisbach, Service Director)

Motion – To Adopt Resolution No. 7689
(Voice Vote) 1st Mr. Prytherch 2nd Ms. French
AYE # 6
NAY # 0
ABS # 0

Mr. Dreisbach presented his staff report and addressed questions and comments from the Council.

Public Comment - None.

7. Ordinances.

Ordinances are adopted using a two-step procedure. First reading introduces the Ordinance and provides an opportunity for public input on the subject as well as allowing Council to request more information as needed. Second reading is to provide Council with the opportunity to consider new information and to deliberate.

- A. First Reading

None.

- B. Second Reading

- 1. An Ordinance To Appropriate For Public Use, All Right Title And Interest In A Certain Parcel Of Property Located On Or Near Oxford-Reily Road For The Purpose Of Acquiring Permanent And Temporary Rights-Of-Way To Construct Oxford Area Trail System Phase V, In The City Of Oxford, Ohio. (Michael Dreisbach, Service Director)

Motion – To Adopt Ordinance No. 3811
(Roll Call Vote) 1st Mr. Prytherch 2nd Ms. French

AYE # 6

Ms. Franklin, Ms. French, Mr. Bracken, Mr. Prytherch, Mr. Smith, and Mayor Snively

NAY # 0

ABS # 0

Mr. Dreisbach reported no changes since the first reading and offered to answer any questions.

Public Comment - Ms. Sarah Meaney, 1329 Dana Drive - Ms. Meaney expressed her excitement about the OATS system. Ms. Meaney shared that the trail would go behind her house, and she was happy that her kids would be able to connect with the whole community and safely get out of their neighborhood. Ms. Meaney stated that this is important to her because her children are getting to the perfect age to get out, and they need a safe way to get around town. Ms. Meaney noted that the recent trail addition going to the middle school and then connecting to the community park is like a dream living in our neighborhood. Ms. Meaney mentioned the practical implications of kids getting from high school into middle school and back on a trail are really exciting.

Public Comment - Ms. Genevieve O'Malley Knight, 527 Sandra Drive - Ms. O'Malley-Knight shared that she has similar comments but will not have backyard access to the trail. Ms. O'Malley-Knight expressed excitement that the trail would connect the middle school to the high school. Ms. O'Malley-Knight noted her oldest is a first-year high school student, and they aren't sure the trail will be built in time, but her younger child is in fourth grade, so they are looking forward to that. Ms. O'Malley-Knight mentioned that the trails are great for recreation, her family loves walking the dog there, and the park connector from their neighborhood helps her family get to Grandma's house off-road and safer. Ms. O'Malley-Knight stated that when the trail connects to the high school, it will be so great for commuting; with no buses, it's an extra burden to get there and back and again for extracurricular activities. Ms. O'Malley-Knight expressed excitement for her children to build that independence that transportation independence safely disconnected from vehicles. Ms. O'Malley-Knight thanked the Council for supporting this great amenity over the years.

Public Comment - Ms. Megan Kuykendall, 1304 Dana Drive - Ms. Kuykendall commented on the trail and the growing excitement as it had expanded into different areas and neighborhoods with similarly aged children and really thinking about the possibilities. Ms. Kuykendall shared that her family had chosen to be a one-car family living and working in the same town, which is a real privilege. Ms. Kuykendall agreed with Ms. O'Malley-Knight's statement that the trail is not just for recreation; it adds a transportation aspect to this new piece of the trail and adds value to our community. Ms. Kuykendall added that several property owners will be affected by this, and she hopes that they will see the value it provides to the community, specifically the monetary values that typically property values go up when we have some of those kinds of trail systems in place. Ms. Kuykendall mentioned the overall impact on the health and well-being of our community, the commute, and the transportation aspects. Ms. Kuykendall wanted to highlight the opportunities to travel and connect with different neighborhoods and areas that currently feel

very separated from each other. Ms. Kuykendall stated the trails provide a safer option to have those kinds of identified paths, similar to what happened with some of the bike lanes that we utilize regularly as a family with one car; we use bikes to get around. Ms. Kuykendall thanked the Council and publicly thanked the property owners who are going to be directly affected by construction and extended gratitude to those folks on behalf of all the folks in our community who will be able to enjoy the trail for many years to come.

Public Comment—Mr. Paul Reidy, 618 David Drive—Mr. Reidy introduced himself as a father of five, a cyclist, an exercise physiologist, and the founder of Oxford Area Cycling Group. He is also a one-car family, so he bikes everywhere. Mr. Reidy stated that, given the unpredictability of Talawanda school transportation, it's a benefit to his family and many others to have a route that provides active transportation opportunities for students. Mr. Reidy noted this is essentially important because we know that students and children are becoming increasingly sedentary, and Physical Activity Alliance, the nation's largest national coalition dedicated to advancing regular participation in physical activity, has released a 2024 report card. Mr. Reidy mentioned the students were given a grade of D- essentially, with just 20% to 28% of children getting the recommended daily hour of physical activity, especially those older kids 16 to 17 years old who typically taper off as they get older they become less active. Ms. Reidy stated that the middle school and high school connections really enable those students, who are really only getting 20% of students, to actually hit their physical activity needs and targets. Mr. Reidy shared that the benefits of activity are realized by a lot of environmental and infrastructural changes that you've started to build the trail, and I commend you for that, especially the strategic route placement that will get in active transportation. Mr. Reidy encouraged the Council's continued support and progress on the trail.

Public Comment - Mr. Jon Ralinovsky, 3 Peabody Drive - Mr. Ralinovsky stated he'd been involved with the trail since 2000/2001 before it got into the city. Mr. Ralinovsky shared that he is absolutely in favor of the project and sees it as improving the quality of life for all Oxford residents. Mr. Ralinovsky repeated that the trail would allow kids to get to school and other destinations safely, helping reduce the carbon footprint when people walk or cycle to their destination. Mr. Ralinovsky stated he's enjoyed all the segments that have been created and is looking forward to being able to travel all the way around town when it's finished.

Public Comment - Mr. Jim Vinch, 85 Lantern Ridge Drive - Mr. Vinch moved to Oxford from the suburbs of Washington DC about a year and a half ago. Mr. Vinch mentioned it was a great place to have a career but not such a great place to live and raise a family. Mr. Vinch shared that his family personally chose Oxford for the kinds of amenities that the City offers, along with its sense of community. Mr. Vinch noted that the bike trail was a big draw; being an avid cyclist, he wants to see the bike trail completed, but he also understands the sensitivity of using eminent domain as a tool. Mr. Vinch mentioned being careful and thoughtful when using eminent domain, and you want to make sure it's in the public interest and treat the landowners fairly when negotiating these conservation instruments.

2. An Ordinance To Appropriate For Public Use, All Right Title And Interest In A Certain Parcel Of Property Located On Or Near Gardenia Drive For The Purpose Of Acquiring Permanent And Temporary Rights-Of-Way To Construct The Oxford Area Trail System Phase V, In The City Of Oxford, Ohio. (Michael Dreisbach, Service Director)

Motion – To Adopt Ordinance No.3812
(Roll Call Vote) 1st Mr. Prytherch 2nd Ms. French

AYE # 6

Ms French, Mr. Prytherch, Mr. Bracken, Mr. Smith, Ms. Franklin, and Mayor Snively

NAY # 0

ABS # 0

Mr. Dreisbach reported no changes since the first reading and offered to answer any questions.

Public Comment - Mr. Chris Shoker, Stillwell Beckett Road - Mr. Shoker mentioned having another meeting with City staff last week and felt that significant progress had been made. Mr. Shoker was hoping to have a few things wrapped up before today. Mr. Shoker stated Mr. Conard would send a document to our attorney. Mr. Conard intended to reach out to his attorney today, but things got in the way. Mr. Conard expects that he'll speak with the attorney tomorrow afternoon or Thursday and thinks we have made some progress as well and is hopeful. Mr. Shoker shared that he and Lara are both in favor of this project and realize the benefit to the community. Mr. Shoker stated he wants to make sure it doesn't prohibit them from adding to the community in the future as well.

3. An Ordinance Authorizing The City Manager To Enter Into An Easement Agreement With Cobblestone Community Church, Inc. For The Purpose Of An Easement For The Construction Of The (OATS) Oxford Area Trail System Phase V. (Michael Dreisbach, Service Director)

Motion – To Adopt Ordinance No. 3813
(Roll Call Vote) 1st Mr. Prytherch 2nd Ms. French

AYE # 6

Mr. Prytherch, Mr. Bracken, Mr. Smith, Ms. Franklin, Ms. French, and Mayor Snively

NAY # 0

ABS # 0

Mr. Dreisbach reported no changes since the first reading and offered to answer any questions.

Public Comment - None.

4. An Ordinance Authorizing The City Manager To Enter Into An Easement Agreement With South Farm Development, Inc. For The Purpose Of An Easement For The Construction Of The (OATS) Oxford Area Trail System Phase V. (Michael Dreisbach, Service Director)

Motion – To Adopt Ordinance No. 3814
(Roll Call Vote) 1st Mr. Prytherch 2nd Ms. French

AYE # 6

Mr. Bracken, Mr. Smith, Ms. Franklin, Ms. French, Mr. Prytherch, and Mayor Snavelly

NAY # 0

ABS # 0

Mr. Dreisbach reported no changes since the first reading and offered to answer any questions.

Public Comment - None.

5. An Ordinance Authorizing The City Manager To Enter Into An Easement Agreement With South Farm Owners Association, Inc. For The Purpose Of Easements For The Construction Of The (OATS) Oxford Area Trail System Phase V. (Michael Dreisbach, Service Director)

Motion – To Adopt Ordinance No. 3815
(Roll Call Vote) 1st Mr. Prytherch 2nd Ms. French

AYE # 6

Mr. Bracken, Ms. Franklin, Ms. French, Mr. Prytherch, Mr. Smith, and Mayor Snavelly

NAY # 0

ABS # 0

Mr. Dreisbach reported no changes since the first reading and offered to answer any questions.

Public Comment - None.

6. An Ordinance Authorizing The City Manager To Enter Into An Easement Agreement With HPCT Properties, Inc. For The Purpose Of Easements For The Construction Of The (OATS) Oxford Area Trail System Phase V. (Michael Dreisbach, Service Director)

Motion – To Adopt Ordinance No. 3816
(Roll Call Vote) 1st Mr. Prytherch 2nd Ms. French

AYE # 6

Mr. Smith, Ms. Franklin, Ms. French, Mr. Prytherch, Mr. Bracken, and Mayor Snavelly

NAY # 0

ABS # 0

Mr. Dreisbach reported no changes since the first reading and offered to answer any questions.

Public Comment - None.

7. An Ordinance Authorizing The City Manager To Enter Into An Easement Agreement With Abraham A. & Eulin M. Kuranga Family Trust For The Purpose Of An Easement For The Construction Of The (OATS) Oxford Area Trail System Phase V. (Michael Dreisbach, Service Director)

Motion – To Adopt Ordinance No. 3817
(Roll Call Vote) 1st Mr. Prytherch 2nd Ms. French

AYE # 6

Ms. Franklin, Ms. French, Mr. Bracken, Mr. Prytherch, Mr. Smith, and Mayor Snively

NAY # 0

ABS # 0

Mr. Dreisbach reported no changes since the first reading and offered to answer any questions.

Public Comment - None.

8. An Ordinance Authorizing The City Manager To Enter Into An Easement Agreement With CSX Transportation, Inc. For The Purpose Of An Easement For The Construction Of The (OATS) Oxford Area Trail System Phase V. (Michael Dreisbach, Service Director)

Motion – To Adopt Ordinance No. 3818
(Roll Call Vote) 1st Mr. Prytherch 2nd Ms. French

AYE # 6

Ms. French, Mr. Prytherch, Mr. Bracken, Mr. Smith, Ms. Franklin, and Mayor Snively

NAY # 0

ABS # 0

Mr. Dreisbach reported no changes since the first reading and offered to answer any questions.

Public Comment - None.

9. An Ordinance Repealing Oxford Codified Ordinance Section 127.12 Entitled “Maximum Age For An Original Appointment To The Police Department” And Adopting New Oxford Codified Ordinance Section 127.12 Entitled “Maximum Age For An Original Appointment To The Police Department As A Police Officer.” (John Jones, Police Chief)

Motion – To Adopt Ordinance No. 3819
(Roll Call Vote) 1st Ms. Franklin 2nd Mr. Prytherch

AYE # 6

Mr. Prytherch, Mr. Bracken, Mr. Smith, Ms. Franklin, Ms. French, and Mayor Snavley

NAY # 0

ABS # 0

Chief Jones reported no changes since the first reading and offered to answer any questions.

Public Comment - None.

8. Announcements & Communications.

A. Remarks from City Council and City staff.

The comments expressed by individual members of Council or City staff during this portion of a City Council meeting do not necessarily reflect the views of the City of Oxford, The Oxford City Council, or the City staff.

B. Future Meetings.

(Note: Meetings are held at the Court House unless otherwise indicated.)

DATE	Meeting
------	---------

9. Adjourn.

Motion – To Adjourn at 8:58 p.m.

(Voice Vote) 1st Ms. Franklin 2nd Mr. Prytherch

AYE # 6

NAY # 0

ABS # 0

A. Mar 18 City Council	Courthouse	7:30 p.m.
Mar 19 Board of Building Appeals - CANCELED	Courthouse	5:30 p.m.
Mar 25 Board of Zoning Appeals - CANCELED	Courthouse	6:30 p.m.
Apr 1 City Council	Courthouse	7:30 p.m.

Apr 2	Environmental Commission	Municipal Building	7:00 p.m.
Apr 3	Housing Advisory Commission	College@Elm	5:00 p.m.
Apr 8	Planning Commission	Courthouse	7:00 p.m.
Apr 9	Historic & Architectural Preservation Commission	Courthouse	6:00 p.m.
Apr 14	Oxford Recreation Board	Municipal Building	11:30 a.m.
Apr 15	City Council	Courthouse	7:30 p.m.

Public Comment To Council



Please note: Comments must be received by 2:00 pm the day of the council meeting to be shared with City Council members. Comments will be included in the minutes under the public comment section.

* First Name Tekeia Enter your First Name	* Last Name Howard Enter your Last Name
* Address 219 E. Spring Street, Hanna House - Office of Transformational and Inclusive Excellence	
* City Oxford	* State OH
* Email howardt9@miamioh.edu	Phone 5135291711

- * I am a...
- ☐ Visitor

☐ Resident (i.e. must live within the corporate boundaries)

☐ Business Manager

☐ Business Owner

☒ Employee in Oxford

☐ Student

☐ Other

* **Comment(s)**

Improve Community Health and foster a sense of community pride and involvement. My name is Tekeia Howard, a 7 year employee of Miami University and this year I am honored to be selected as an American Heart Association Women of Impact. I am inviting this community to join me in raising awareness about the #1 health threat for women--cardiovascular disease. Through April 10th I am asking you all to join me in raising funds and awareness through out the community. We are now at the midpoint of this campaign, however, what we do today can impact the future. Oxford in the impact area, where we take charge of women's health by engaging more women in research and STEM to address inequalities in access to quality care. Go to Go Red for Women Cincinnati to learn about the nominees and to donate toward my campaign.

Make a public comment for review by City Council

History

Update By: Heather Barbour

Public - 1 second ago () - #1

- Changed status from **Open** to **Acknowledged**

Dear Ms. Howard,

Thank you for taking the time to share your thoughts. I will forward comments to the Council and include a print copy in the March 18, 2025 meeting minutes.

Thank you,

Heather Barbour

Clerk of Council

Public Comment To Council



Please note: Comments must be received by 2:00 pm the day of the council meeting to be shared with City Council members. Comments will be included in the minutes under the public comment section.

* First Name	* Last Name
Kourtney	Spaulding
Enter your First Name	Enter your Last Name

* Address
502 glenview dr

* City	* State
Oxford	Oh

* Email	Phone
kourtneypaulding@gmail.com	2489821704

*** I am a...**

☐ Visitor

☒ Resident (i.e. must live within the corporate boundaries)

☐ Business Manager

☐ Business Owner

☒ Employee in Oxford

☐ Student

☐ Other

*** Comment(s)**

Please vote in favor of the TMS-THS path of OATS. We live in southern knolls and our family is both excited for the route for recreation, but also the possibility of safer bike transportation to work. The path would go behind our home and we are very happy about the proposed new route.

Make a public comment for review by City Council

History



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Jessica Greene
DATE PREPARED:	3/26/2025
COUNCIL MEETING DATE:	April 1, 2025
AGENDA TITLE:	A Resolution Authorizing The City Manager To Waive The Fees Adopted In The Fee Ordinance For The Street Closures For The Visitors Bureau (Enjoy Oxford) For The 2025 Annual Summer Music Festival. (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	Celebration of the People and Places that Make Oxford Unique
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	JG DRE

DISCUSSION:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO WAIVE THE FEES ADOPTED IN THE FEE ORDINANCE FOR THE STREET CLOSURES FOR THE VISITORS BUREAU (ENJOY OXFORD) FOR THE 2025 ANNUAL SUMMER MUSIC FESTIVAL.

WHEREAS, Enjoy Oxford has requested Council to consider waiving the fees for the street closures for the 2025 Annual Summer Music Festival; and

WHEREAS, Oxford City Council has approved this request every year since 2005. The fee for each street closure is \$135.00.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOLVES THAT:

SECTION 1: Council, having considered the request and determined that the Summer Music Festival is a benefit to the entire community and that waiving the fees for the street closures is in the best interest of the community, hereby authorizes the City Manager to waive the fees for the street closures for the 2025 Annual Summer Music Festival.

SECTION 2: This resolution shall take effect at the earliest date allowed by law.

MAYOR

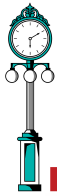
ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)



Trash Cans

City of

Oxford

OHIO

HOME OF MIAMI UNIVERSITY

APPROVED

Rev. 1/19

RE **See stipulations below**

REQUEST FOR PUBLIC **PERMIT**

Date(s) of Event: **05 29 2025** **08-14//2025** From: **06:00 PM** To: **10:00 PM**

Today's Date: **02/19/2025** ☐ Emergency Utility Repair (check box, if applicable)

--- Applicant shall allow a minimum of 3 business days for processing ---

Responsible Adult:

(18 years of age or older)*

Kim Daggy

Organization: Oxford Visitors Bureau dba Enjoy Oxford

Address:

14 W. Park Place, Ste. C

Advisor:

Oxford, OH 45056

Address: same

Telephone:

(513) 523-8687

Telephone: (513)523-8687

Cellular:

(574)360-3384

Cellular:

Fax:

Fax:

Email:

kimdaggy@enjoyoxford.org

Email: info@enjoyoxford.org

Non-Profit: ☒ Yes ☐ No

* Person in charge - Primary contact

PARK REQUESTED

- ☐ Merry Day Park (adjacent to the Miami Mobile Home Park, Reagh Way Drive)
- ☐ Leonard Howell Park (Bonham Road)
- ☐ Oxford Community Park (Fairfield Road) – Contact 523-6314 to confirm date(s)
- ☒ Memorial Park (E. Park Place & N. Main Street – has pavilion)
- ☒ Martin Luther King Jr. Park (W. Park Place & N. Main Street – animal sculptures & fountain)
- ☐ Other: _____

TITLE OF EVENT (be specific and include projected attendance)

Uptown Music Concert Series 2025 00842

Projected Attendance: **200** Has this event been held previously? ☒ Yes ☐ No If "YES", when? Annually



be sold at the event? ☒ Yes ☐ No

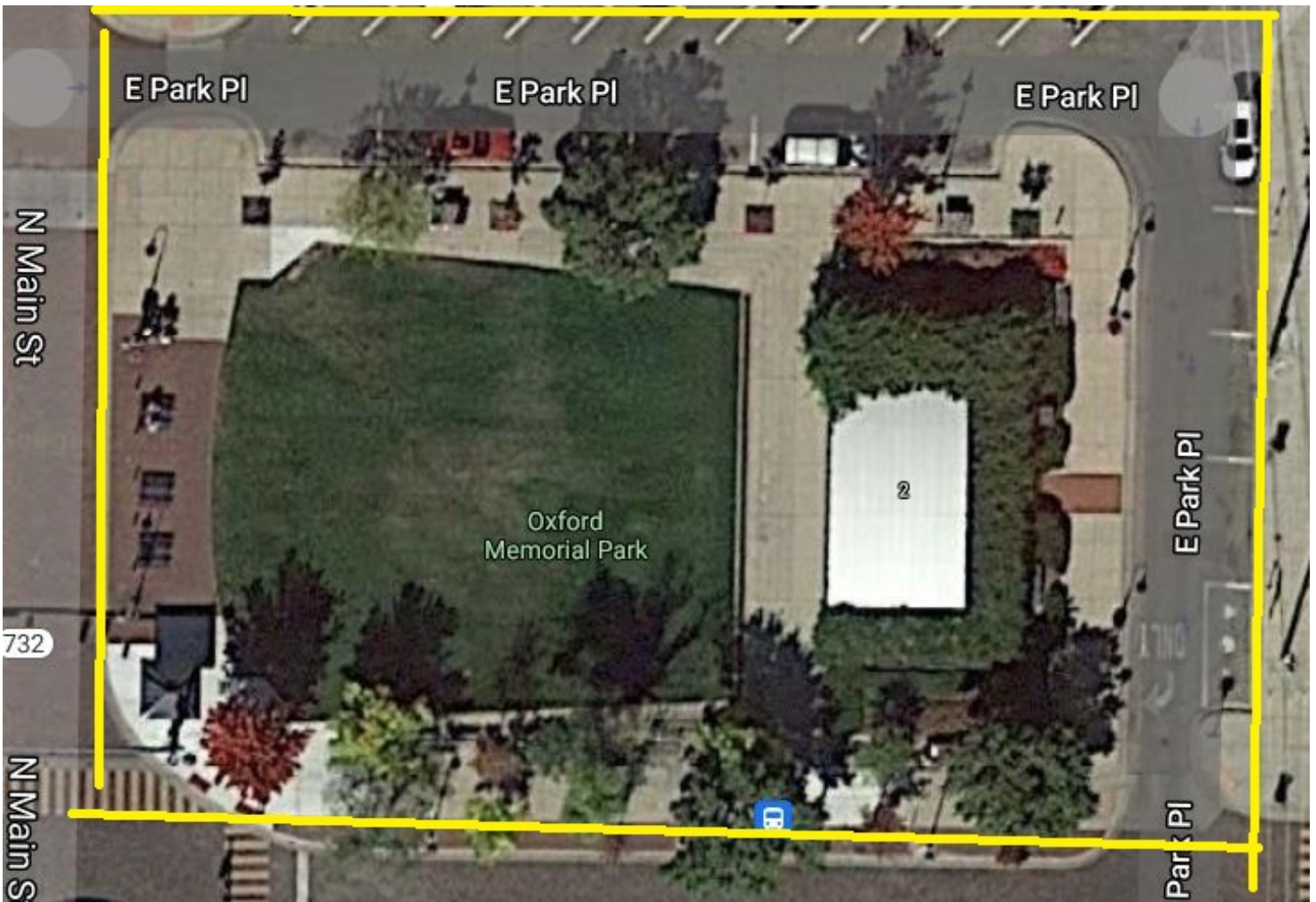
es on Certain Municipal Property Prohibited (attached to last page

rding out information on the public sidewalk, no permit is required.

ith additional requests, on the appropriate attachment. If request attachment labeled City of Oxford / Right-of-Way Request Details.

Applicant's Signature: [Signature] Date: **02/20/2025**

I have read and understand the rules, guidelines and conditions. Furthermore, I understand that acceptance of them is a condition of approval; and, if approval is granted, it is only for the event specified above. I also understand that the request will be reviewed by various City of Oxford officials and additional conditions may be required before final approval is granted. If additional conditions are required, I agree to meet with the appropriate officials.



Instructions for Applicant: Please clearly denote the parade route, streets and/or sidewalk areas being requested. Place a concise narrative explanation on the following lines. Attach additional pages if necessary. **Note: Any work in the public right of way requires the submittal of a maintenance of traffic plan.**

Thursdays as scheduled (in process).

Close Main Street between MLK & Memorial Park due to higher pedestrian traffic and social distancing.

Reserve parking in East Park for Band, Sound Tech, and Sponsors as needed.

Unused parking spots will be opened to the general public.

Use of sidewalk areas around Parks for sponsor tents if needed and Enjoy Oxford Information Bike Cart (opened park to allow for social distancing).

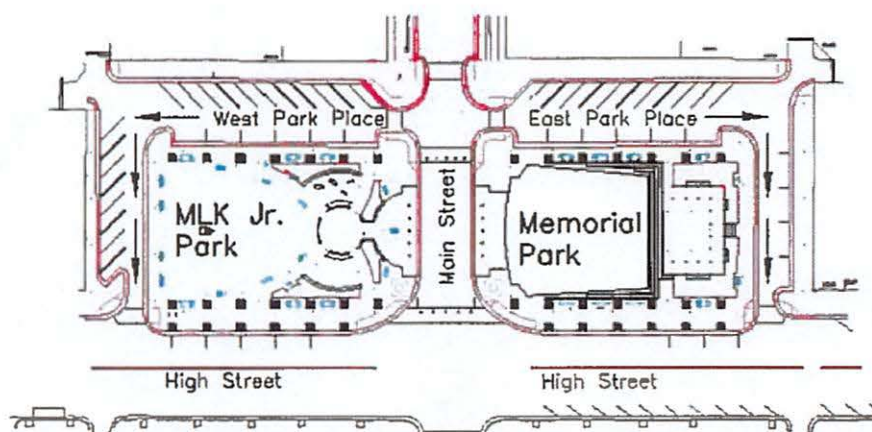
Enjoy Oxford will post and remove NO PARKING signs.

Additional Requests:
(Include details in narrative)

- ☒ No Parking Signs*
- ☐ Detour(s)
- ☐ Police Assistance

**Generally the responsibility of the applicant.*

Time Details		
	Start	End
S	6:00 PM - 10:00 PM	-
E		
B		



OXFORD MEMORIAL PARK & MARTIN LUTHER KING JR. PARK

Instructions for Applicant: Please clearly denote (1) the sections of the parks that you are requesting, (2) parking spots needed and (3) proposed street closures. Place a concise narrative explanation on the following lines. Attach additional pages if necessary.

Use of Pavilion and lighting system.

Use of Memorial Park & MLK Park for community attendance.

Power on at trees.

Potential for sponsors to sell their products.

Additional Requests:
(Include details in narrative)

- ☒ Pavilion
- ☒ Extra trash cans*
- ☒ Special power requirements (explain in narrative)**
- ☒ Street Closure**
- ☒ Other: Enjoy Oxford will print, post, and remove all NO PARKING SIGNS.

*See fee sheet

Time Details

	Start	End
Setup	_____	_____
Event	_____	_____
Breakdown	_____	_____

** Contact the Streets & Maintenance Division 3 days prior to the event at
513-523-8412

NOTE: Street closures will be at the discretion of the Oxford Police Department



Stipulations and Fees

Note: FULL PAYMENT REQUIRED BEFORE THE EVENT

RIGHT-OF-WAY

Applicants should allow a minimum of **three (3) business days** for the request to be processed from the time it is submitted to city officials. *(Please provide the City with as much lead time as possible. Events requiring road closures and staffing will require additional processing time. Large event requests shall be submitted no less than fourteen (14) days in advance of the event.)*

Area shall be cleaned at the end of each day

The City of Oxford reserves the right to modify, suspend, or revoke this permit at the sole discretion of the City of Oxford.

to hire police officers.

10. All special conditions specified by department heads must be complied with. Fees may be assessed for special services – see below.

11. NO markings may be made on streets or sidewalks within the public right-of-way.

USE OF PARKS (ALL THOSE ABOVE, PLUS)

1. No motor vehicles may be parked within the area of the park or on any sidewalk.
2. Banners are only permitted on the stage area during the function and must be removed immediately after the event. Tying is the only acceptable way of affixing a banner to the stage area.
3. No signs are permitted.
4. The applicant is responsible for damage to grass, shrubs or trees as a result of the event and agrees to compensate the City of Oxford the cost of repairs and/or replacement.
5. No structure shall be defaced and no structure shall be erected within four (4) feet of the base of a tree or shrub.
6. NO nails, spikes, tacks or adhesive material may be driven into or affixed to trees or into the ground within any park.
7. The applicant will be required to provide the City with a certificate of insurance naming the City as an additional insured for events with live animals or inflated play structures with a minimum of \$1M coverage. Insurance for other events may be required and reviewed on a case by case basis.

FEE INFORMATION

No Parking Signs	\$1.00/ea.
Metered Parking	\$10.00/ea
Trash Boxes	\$5.00/ea.
<u>Personnel</u>	
Police Officer(s)	Contact OPD
Street Dept. Personnel	\$25.00/hr
Electrician	\$100.00
Park & Rec Personnel	Contact OPRD
<u>Road Closures</u>	
Main Street	\$135.00**
US 27 Detour	\$135.00**
**Includes labor	
<u>Sports Fields/Gazebo</u>	
Contact OPRD – 523-6314	

APPLICANT'S ASSURANCE

I have reviewed the estimated cost for the event and agree to compensate the City for services rendered as specified above. If the event runs past the stated end time, I understand that additional charges will accrue and agree to compensate the City accordingly.

Applicant's Signature

Date: ____ / ____ / ____

CITY USE ONLY

	Service	Hours	Rate	Estimate	Final
1			\$	\$	\$
2			\$	\$	\$
3			\$	\$	\$
4			\$	\$	\$
5			\$	\$	\$
	Total		\$	\$	\$

	Applicant's Initials	Review Date
Police Department		
1		
2		
3		
4		
Fire Department		
1		
2		
3		
4		
Service Department		
1		
2		
3		
4		
Recreation Department (if applicable)		
1		
2		
3		
4		
City Manager		
1		
2		
3		
4		

Pre-Meeting (if applicable): Reviewed with _____ on _____.

Reviewer(s): _____

APPROVAL SECTION (with conditions)

Police Chief: ☐ Approved ☐ Not Approved ____/____

Fire Chief: ☐ Approved ☐ Not Approved ____/____

Service Director: ☐ Approved ☐ Not Approved ____/____

Recreation Director: ☐ Approved ☐ Not Approved ____/____

City Manager: ☐ Approved ☐ Not Approved

Oxford City Council Resolution (attached)

City Manager's Signature

Date: _____

Reason(s) event not approved:

Uptown Parks Stipulation & Fees

Memorial Park & Martin Luther King Jr. Park

Applicants should allow a minimum of five business days for the request to be processed from the time it is submitted to City Officials. *Please provide the City with as much lead time as possible. Events requiring road closures and staffing will require additional processing time. Large event requests shall be submitted no less than ninety (90) days in advance of the event.*

1. Large events (estimated at over 500 people), including all concerts and performances, will require additional approval by City Departments.
2. Events exceeding 2 consecutive days or repeat events of 2 or more sessions will require City Council approval.
3. At least one legally responsible adult must sign the request.
4. The usage may not discriminate against a given class of people.
5. All ordinances that regulate noise shall be observed, unless a variance is requested and approved.
6. The applicant is responsible for cleanup and removal of litter & trash immediately after the event. Failure to clean up may result in subsequent requests being denied or a deposit being required. In addition, a cleaning charge may be assessed.
7. Safety staffing levels will be determined by the Oxford Police Department and the applicant may be required to hire police officers.
8. All special conditions specified by department heads must be complied with. Fees will be assessed for special services.
9. No markings may be made on streets or sidewalks within the public right-of-way.
10. No motor vehicles may be parked within the area of the park or on any sidewalk.
11. Banners are only permitted on the stage area during the function and must be removed immediately after the event. Tying is the only acceptable way of affixing a banner to the stage area.
12. The applicant is responsible for damage to grass, shrubs or trees as a result of the event and agrees to compensate the City of Oxford the cost of repairs and/or replacement.
13. No structure shall be defaced and no structure shall be erected within four feet of the base of a tree or shrub.
14. No nails, spikes, tacks or adhesive material may be driven into or affixed to trees or into the ground within any park. This includes sign or flag frames, posts, spikes, etc... Applicant is financially responsible for damages to parks and infrastructure.
15. If alcohol will be sold at the event, you must obtain F2 permit from the Ohio Department of Commerce, Division of Liquor Control and obtain approval from either City Council or the City Manager.
 - a. Note: Event participants may use Oxford's year-round Designated Outdoor Refreshment Area (DORA). No permit is required for DORA usage, but please follow DORA rules.

16. Food for sale is allowed at events hosted by a nonprofit or charitable community organization. Food trucks or tents must have a mobile food unit license or a temporary food license through the Butler County Board of Health.
17. The applicant will be required to provide the City with a certificate of insurance naming the City as an additional insured for events with banner installation, live animals or inflated play structures with a minimum of \$1M coverage. Insurance for other events may be required and reviewed on a case by case basis.
18. The Permittee hereby agrees to indemnify, defend, save and hold harmless the City of Oxford its officers and employees from and against all suits or claims that may be based on damage or injury or death to any person or property that may occur while the City of Oxford property is being used by Permittee. Permittee further agrees to the payment of the City's attorneys' fees for all claims and damages arising directly or indirectly from or related to the use, occupancy or possession of the City of property. Damages includes all liabilities, costs, losses, fines, penalties, claims suits, actions, costs and expenses.

729.05 SALES ON CERTAIN MUNICIPAL PROPERTY PROHIBITED. No person shall sell, offer to sell or solicit orders for goods, wares or merchandise for immediate or future delivery, or services to be furnished, performed or provided in the present or in the future, within parking meter zones or upon any municipally-owned or controlled property other than streets. This law shall not be applicable to nonprofit or charitable community organizations operating with the express consent of the Office of the City Manager and shall not apply to the lawful use of sidewalk space where such use is expressly authorized by the Codified Ordinances of Oxford, nor shall this section be applicable to the selling at a Farmers' Market of farm produce when such produce has been raised and grown by the vendors and provided that such selling has been specifically authorized and regulated by the Council. Any sale or use of alcohol upon any municipally-owned or controlled property shall be approved by City Council. (Ord. 3211. Passed 3-19-13.)

<u>Parking</u> No Parking Sign Metered Parking (less than 4 hours) Metered Parking (4 or more hours) <u>Personnel</u> First Police Officer Additional Officer (s) Police Supervisor (required for each 4 Police Officers) Police Command Officer (required for two squads of five Officers) Street Department Personnel Electrician Event Trash cans	\$1/each \$6/each \$12/each \$60 per hour \$60 per hour \$70 per hour \$80 per hour \$30/hour \$120 plus materials \$6
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<u>Road Closure</u> Main Street US 27 Detour **includes labor	\$150** \$150**
<u>Sports Fields/Gazebo</u> Contact Oxford Parks & Recreation Department at 513-523-6314	



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Jessica Greene
DATE PREPARED:	3/26/2025
COUNCIL MEETING DATE:	April 1, 2025
AGENDA TITLE:	A Resolution Directing The City Manager To Designate 5234 Hester Rd. As A Location For Affordable Housing And Begin The Rezoning Process. (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	Housing Opportunities for Everyone
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	JG

DISCUSSION:

City Council has adopted a goal in our Comprehensive Plan of Housing Opportunities for Everyone and an objective to work to ensure housing affordability and attainability for all income levels.

To work toward this affordable housing objective, the City has been using our American Rescue Plan to acquire property to incentivize housing development. One of the first steps we need to take to encourage affordable housing development is to change the zoning of this newly acquired land to increase its density capacity.

We recommend that we begin the rezoning process of the City-owned property located at 5234 Hester Rd.

Affordable housing developments must serve people at 80% of the Area Median Income (AMI) or lower. We are extending our income eligibility beyond the standard 60% AMI qualification level because of the high rent trends in Oxford when compared to the rest of the County. This is supported by evidence in our 2020 Housing Needs Assessment that notes that "an estimated 54.0%, or 2,319, renter occupied households in Oxford pay more than 30% of their income toward rent." and that "the

inventoried nonconventional units have gross average rents generally higher than many of the conventional apartments surveyed in the area."

These steps will progress our goals of creating affordable housing in the Oxford community.

RESOLUTION NO.

A RESOLUTION DIRECTING THE CITY MANAGER TO DESIGNATE 5234 HESTER RD. AS A LOCATION FOR AFFORDABLE HOUSING AND BEGIN THE REZONING PROCESS.

WHEREAS, the availability of affordable housing has become a pressing issue in our community, adversely affecting the well-being and stability of many residents; and

WHEREAS, the 2020 Oxford Housing Needs Assessment listed a critical need for affordable housing, stating the need for an additional 323 units.

WHEREAS, the 2023 Oxford Comprehensive Plan has a goal of Housing for Everyone and action items related to changing zoning to increase density and working to provide supportive housing services; and

WHEREAS, rezoning the property will allow for higher density housing construction and;

WHEREAS, the affordable housing developments must serve people at 80% of the Area Median Income (AMI) or lower and;

WHEREAS, the City of Oxford is extending our income eligibility for affordable housing beyond the standard 60% AMI American Rescue Plan qualification level because of the high rent trends in Oxford when compared to the rest of the County.

WHEREAS, the evidence of high rent trends in Oxford is provided by the 2020 Housing Needs Assessment conducted by Bowen National Research

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOLVES THAT:

SECTION 1: Council hereby authorizes the City Manager to designate 5234 Hester Rd. as a location for affordable housing and begin the rezoning process.

SECTION 2: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL
INTRODUCED BY: WILLIAM SNAVELY
PREPARED BY: LAW (STAFF)



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Service
PREPARED BY:	Mike Dreisbach
DATE PREPARED:	3/24/2025
COUNCIL MEETING DATE:	April 1, 2025
AGENDA TITLE:	A Resolution Accepting The Bid And Authorizing The City Manager To Enter Into An Agreement With Barrett Paving Materials, Inc. For The 2025 Street Resurfacing And Maintenance Program At A Cost Of \$577,969.30 With Alternate #1 Costing \$79,184.50 Plus A Contingency In The Amount Of \$42,846.20 For A Total Cost Not To Exceed \$700,000.00. (Michael Dreisbach, Service Director)
COUNCIL GOAL AREA:	Accessible, High-Quality Infrastructure
BUDGETED AMOUNT:	\$700,000.00
ACCOUNT CODE:	141.720.63133 / 141.720.63180 // 141.720.63181
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	MBD DRE

DISCUSSION:

The 2025 Capital Improvement budget includes \$700,000 for street resurfacing, maintenance, and traffic control markings. Staff have evaluated the surface condition of City streets in order to provide data for the compilation of the 2025 Street Resurfacing Program. Several factors were considered in recommending a street for resurfacing including traffic volume, road base condition (or lack of a proper base), curb and gutter condition, drainage conditions, past street and utility cuts, proposed underground work scheduled, and current surface condition. Additionally, staff reviewed and updated the City Infrastructure Inventory which includes data on street, water, wastewater, and stormwater systems.

The list of streets proposed for resurfacing is detailed on the attached Exhibit “A”.

A request for bids was published in the Hamilton Journal and multiple plan clearinghouses on March 7 & 14, 2025. Sealed proposals were opened and read aloud on March 21, 2025. Two firms submitted bids with the following results:

Company	Base Bid	Alt. #1
Barrett Paving	\$ 577,969.30	79,184.50
J R Jurgensen	655,891.25	95,242.04

Bids submitted included the following line item cost breakdowns:

- Asphalt milling
- Asphalt placing and compacting
- Traffic control
- Pavement / traffic marking replacements
- Thermoplastic street markings including bike lanes for McGuffey Ave.
- Blue reflective armored markers to indicate fire hydrant locations
- Yellow / white markers to enhance lane marking safety

The lowest and best bid for the 2025 Street Resurfacing & Maintenance Program was provided by Barrett Paving Materials, Inc. with a bid of \$577,969.30. Staff is also requesting authorization, at a cost of \$79,184.50, to approve Alternate #1 in the proposal (North Elm Street from Church St. to Sycamore St.). Additionally, Staff is requesting a contingency amount of \$42,846.20 (6.1%) for this contract. It is Staff's recommendation that Council authorize the City Manager to enter into an agreement with Barrett Paving Co. for a total amount not to exceed **\$700,000.00**.

RESOLUTION NO.

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BARRETT PAVING MATERIALS, INC. FOR THE 2025 STREET RESURFACING AND MAINTENANCE PROGRAM AT A COST OF \$577,969.30 WITH ALTERNATE #1 COSTING \$79,184.50 PLUS A CONTINGENCY IN THE AMOUNT OF \$42,846.20 FOR A TOTAL COST NOT TO EXCEED \$700,000.00.

WHEREAS, a request for bids was published in the *Journal News* and with multiple plan clearinghouses on March 7^h and 14th, 2025. Sealed proposals were opened and read aloud on March 21, 2025, with two firms submitting bids; and

WHEREAS, the City Manager and the Service Director recommend Council accept the bid and authorize the City Manager to enter into an agreement with Barrett Paving Materials, Inc. for the 2025 street resurfacing and maintenance program at a cost of \$577,969.30. with alternate #1 costing \$79,184.50 plus a contingency in the amount of \$42,846.20 for a total cost not to exceed \$700,000.00.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOLVES THAT:

SECTION 1: Council finds Barrett Paving Materials, Inc. to be the lowest and best bidder and accepts the bid of \$577,969.30 for the 2025 street resurfacing and maintenance program as described in Exhibit "A" attached hereto and incorporated herein, including alternate #1.

SECTION 2: The City Manager is hereby authorized to enter into an agreement with Barrett Paving Materials, Inc. at a cost of \$577,969.30 with alternate #1 \$79,184.50 plus a contingency in the amount of \$42,846.20 for a total cost not to exceed \$700,000.00 for the 2025 street resurfacing, and maintenance work as described in Exhibit "A" attached hereto and incorporated herein.

SECTION 3: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:
ATTEST:

CLERK OF OXFORD CITY COUNCIL
INTRODUCED BY: WILLIAM SNAVELY
PREPARED BY: LAW (STAFF)

3/3/2025

								Base	Surface
								Milling	Milling
								4" - 6"	1.5" - 4"



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Service
PREPARED BY:	Mike Dreisbach
DATE PREPARED:	3/24/2025
COUNCIL MEETING DATE:	April 1, 2025
AGENDA TITLE:	A Resolution Authorizing The City Manager To Enter Into An Agreement With Rawdon Myers, Inc. For The Replacement Of The (SCADA) Supervisory Control And Data Acquisition Computer Control System At The City's Wastewater Treatment Plant For A Total Cost Not To Exceed \$403,441.50. (Michael Dreisbach, Service Director)
COUNCIL GOAL AREA:	Accessible, High-Quality Infrastructure
BUDGETED AMOUNT:	\$411,000
ACCOUNT CODE:	332.830.71136
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	MBD

DISCUSSION:

The City's Capital Improvement budget includes \$411,000 for the replacement of the Wastewater Treatment Plant's (WWTP) computer automation system known as SCADA (Supervisory Control and Data Acquisition). The existing system from the late 1990's has become antiquated and must be replaced. The SCADA system allows for automation of the WWTP, reduced staffing requirements, monitors and records data from Plant operations, and creates alarms should any of the process control parameters go beyond established limits.

The City advertised for Proposals to replace the WWTP SCADA system in the Journal News on March 7 and 14, 2025. The advertisement also ran on several clearinghouse websites. Proposals were opened and read aloud on March 21, 2025 with the following results:

Rawdon Myers, Inc.	\$ 366,765.00
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The City has had an excellent relationship with Rawdon Myers, LLC over the past thirty years. Their

work is of the highest quality, and they are very familiar with Plant computer control and logic operations at both the Water Treatment Plant and our WWTP. Staff recommends approval of a new contract with Rawdon Myers, Inc.

This Resolution will authorize the City Manager to enter into an Agreement with Rawdon Myers, Inc. for the replacement of the WWTP SCADA control system at a cost of \$366,765.00. Staff is requesting a ten percent contingency of \$36,676.50 for a contract not to exceed amount of **\$403,441.50**.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RAWDON MYERS, INC. FOR THE REPLACEMENT OF THE (SCADA) SUPERVISORY CONTROL AND DATA ACQUISITION COMPUTER CONTROL SYSTEM AT THE CITY'S WASTEWATER TREATMENT PLANT FOR A TOTAL COST NOT TO EXCEED \$403,441.50.

WHEREAS, a request for bids was published in the *Journal News* and with multiple plan clearinghouses on March 7^h and 14th, 2025. Sealed proposals were opened and read aloud on March 21, 2025; and

WHEREAS, the City Manager and the Service Director recommend Council accept the bid and authorize the City Manager to enter into an agreement with Rawdon Myers, Inc. for the replacement of the SCADA computer control system at the wastewater treatment plant at a cost of \$366,765.00 plus a contingency in the amount of \$36,676.50 for a total cost not to exceed \$403,441.50.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOLVES THAT:

SECTION 1: Council finds, Rawdon Myers, Inc. to be the lowest and best bidder and accepts the bid of \$366,765.00 for the replacement of the SCADA computer control system at a cost of \$366,765.00 plus a contingency in the amount of \$36,676.50 for a total cost not to exceed \$403,441.50.

SECTION 2: The City Manager is hereby authorized to enter into an agreement with Rawdon Myers, Inc. at a cost of \$366,765.00 plus a contingency in the amount of \$36,676.50 for a total cost not to exceed \$403,441.50 for the replacement of the SCADA computer control system at the wastewater treatment plant.

SECTION 3: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL
INTRODUCED BY: WILLIAM SNAVELY
PREPARED BY: LAW (STAFF)



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Service
PREPARED BY:	Mike Dreisbach
DATE PREPARED:	3/20/2025
COUNCIL MEETING DATE:	April 1, 2025
AGENDA TITLE:	A Resolution Authorizing The City Manager To Enter Into A Local -Let Project Agreement With The Ohio Department Of Transportation (ODOT) For The Installation Of Electric Vehicle Charging Stations (DCFC) At The Uptown Surface Lot And The Oxford Municipal Building. (Michael Dreisbach, Service Director)
COUNCIL GOAL AREA:	Accessible, High-Quality Infrastructure
BUDGETED AMOUNT:	\$905,489
ACCOUNT CODE:	141.490.63210
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	MBD

DISCUSSION:

The City plans to improve electrical infrastructure and install 2 Direct Current Fast Charger (DCFC) stations (4 ports) at the City-owned surface parking lot at Church & Main Streets and 1 DCFC (2 ports) at the Oxford Municipal Building. The City has obtained grant funding for the project not to exceed \$905,489 in federal funding. The typical local match of 20% of costs has been waived and will be paid by ODOT Toll Revenue Credits.

In order to proceed with the project, a Resolution of Council is required authorizing the City Manager to enter into a LPA Federal Local-Let Project Agreement with Ohio Dept. of Transportation. This agreement defines the City's obligations in contracting and administering the project. Once signed, the City will proceed with advertising for a construction contract for the project. Following bidding, the City Council will still need to award a construction contract for the project.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL - LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS (DCFC) AT THE UPTOWN SURFACE LOT AND THE OXFORD MUNICIPAL BUILDING.

WHEREAS, the City plans to improve electrical infrastructure and install 2 Direct Current Fast Charger (DCFC) stations (4 ports) at the City-owned surface parking lot at Church & Main Streets and 1 DCFC (2 ports) at the Oxford Municipal Building; and

WHEREAS, the City has obtained grant funding for the project not to exceed \$905,489 in federal funding. The typical local match of 20% of costs has been waived and will be paid by ODOT Toll Revenue Credits; and

WHEREAS, the City Manager and the Service Director recommend Council authorize the City Manager to enter into a local-let project agreement with ODOT for the installation of electric vehicle charging stations (DCFC) at the uptown surface lot and the Oxford Municipal Building.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOLVES THAT:

SECTION 1: The City Manager is hereby authorized to enter into a local-let project agreement with ODOT for the installation of electric vehicle charging stations (DCFC) at the uptown surface lot and the Oxford Municipal Building.

SECTION 2: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL
INTRODUCED BY: WILLIAM SNAVELY
PREPARED BY: LAW (STAFF)

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and **BUT City of Oxford EV FY2026** (LPA).

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 **The Project to install two (2) DCFC stations at the Oxford Uptown Surface Parking Lot, and one (1) DCFC station installed at the Oxford Municipal Building. This project includes site work needed and planned maintenance and network plan.** (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs
- 23 USC § 112 – Letting of Contracts
- 40 USC §§ 1101-1104 – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program until the Form is completed and approved by ODOT.

3. FUNDING

3.1 **The total cost for the PROJECT is estimated to be \$897,989 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the eligible costs and 20% of Toll Revenue Credit as local match, up to a maximum of \$905,489 in Federal (4CD7) funds.** This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the improvements and construction engineering/inspection activities of the PROJECT.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been **reviewed and accepted** by ODOT or ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for

ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.

- 4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT.
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [ODOT's Office of Contracts](#). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice(BMP)criterion with Ohio EPA approval.

6. RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.
- 6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

- 6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the “Authorization to Advertise” notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

7. ADVERTISING, SALE, AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the “Authorization to Advertise” notification from ODOT. Should advertising or work commence prior to the receipt of the “Authorization to Advertise” notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT’s Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.
- 7.4 The LPA must incorporate ODOT’s LPA Bid Template in its entirety in project bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers’ Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers’ Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30% of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100% locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State’s website at

<https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with

pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.

- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.

- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Scott Otto, P.E. City Engineer
City of Oxford
15 S. College Street
Oxford, Ohio 45056

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any

deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.

- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.
- 8.14 The LPA shall be responsible for monitoring all DBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the LATP Manual of Procedures.
- 8.15 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.
- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:
- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").
 - (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
 - (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
 - (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders

and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices, or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Scott Otto, City Engineer	Douglas Gruver, P.E., District Deputy Director
City of Oxford	Ohio Department of Transportation-D08
15 S. College Street	505 South SR 741
Oxford, Ohio 45056	Lebanon, Ohio 45036
sotto@cityofoxford.org	Doug.gruver@dot.ohio.gov

15. GENERAL PROVISIONS

- 15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*

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1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved Federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

¹ A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

☐

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

☐

3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

☐

4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe

² [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 %of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10% de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

³ [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-Federal entities, including ODOT's LPA sub-recipients, that have aggregate Federal awards expenditures from all sources of \$750,000 or more in the non-Federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a subrecipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with 2 CFR 200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics and Conflict of Interest Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest laws as provided by ORC 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The STATE does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

- 15.12 **Merger and Modification:** This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 **Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 **Facsimile Signatures:** Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: City of Oxford	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Pamela Boratyn Director
Date:	Date:



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Service
PREPARED BY:	Mike Dreisbach
DATE PREPARED:	3/20/2025
COUNCIL MEETING DATE:	April 1, 2025
AGENDA TITLE:	A Resolution Authorizing The Release Of A Public Improvement Bond In The Amount Of \$271,041.98 For Owl's Landing Subdivision For Blocks A & B And \$617,455.71 For Block C, And Acceptance Of A New Public Improvement Bond In The Amount Of \$233,482.45 Ensuring The Completion Of Owl's Landing Subdivision Public Improvements. (Michael Dreisbach, Service Director)
COUNCIL GOAL AREA:	Accessible, High-Quality Infrastructure
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	N/A
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	MBD DRE

DISCUSSION:

The City is currently holding Performance Bonds in the amount of \$271,041.98 for Blocks A & B, and \$617,455.71 for Block C of Owl's Landing Subdivision.

Much of the designated work has been completed and approved by the City. The City Engineer has inspected improvements in the referenced area, and finds that the improvements are substantially as per plan and in acceptable condition.

Staff recommends City Council approve the release of the aforementioned Performance Bonds for Blocks A, B, & C to the property developer.

Some work remains to be completed, mainly comprised of sidewalk construction and landscaping improvements; Staff recommends the City Council authorize the acceptance of a new Performance Bond in the amount of **\$233,482.45** to ensure the completion of these improvements.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE RELEASE OF A PUBLIC IMPROVEMENT BOND IN THE AMOUNT OF \$271,041.98 FOR OWL'S LANDING SUBDIVISION FOR BLOCKS A & B AND \$617,455.71 FOR BLOCK C, AND ACCEPTANCE OF A NEW PUBLIC IMPROVEMENT BOND IN THE AMOUNT OF \$233,482.45 ENSURING THE COMPLETION OF OWL'S LANDING SUBDIVISION PUBLIC IMPROVEMENTS.

WHEREAS, the Oxford City Council approved the Owl's Landing subdivision development requiring a \$271,041.98 for Blocks A and B and \$617,455.71 for Block C public improvement bonds to ensure completion of public infrastructure improvements within the development; and

WHEREAS, Preliminary construction on improvements in the development, including water, wastewater, stormwater, OATS trail segment (connection to the Oxford Community Park), and basic road construction, are now complete and acceptable; and

WHEREAS, the City Manager and the Service Director recommend Oxford City Council release the public improvement bond for the Owl's Landing subdivision and require a new bond in the amount of \$233,482.45.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOLVES THAT:

SECTION 1: The developer has met the terms and conditions of performance bonds, dated January 8, 2024, and January 16, 2024; these performance bonds totaling \$271,041.98 for Blocks A and B and \$617,455.71 for Block C are hereby released by Council.

SECTION 2: The City Manager and the Clerk of Council are hereby authorized to execute the necessary paperwork, releasing the performance bonds on Owl's Landing Subdivision Blocks A, B, and C and to cause the developer to record the same and submit the recorded release back to the City. The release of the performance bonds on Owl's Landing Subdivision Blocks A, B, and C is conditioned upon the applicant providing a new public improvement bond in the amount of \$233,482.45 for the completion of public improvements in Owl's Landing Subdivision.

SECTION 3: This release is hereby given upon report of the City Engineer that the work secured by the performance bond has been satisfactorily completed.

SECTION 4: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL
INTRODUCED BY: WILLIAM SNAVLEY
PREPARED BY: LAW (STAFF)

PROJECT OWLS LANDING, BLOCK A

ENGINEER BAYER BECKER

DATE 03.07.25

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT \$	ORIG. \$ EXT.	% COMPLETE	REMAINING \$ EXT.
441	2" SURF. COURSE	840	SY	19.95	\$16,758.00	100%	\$0.00
301	4" BASE COURSE	840	SY	26.50	\$22,260.00	100%	\$0.00
441	1.5" SURF. COURSE	5467	SY	9.56	\$52,264.52	100%	\$0.00
441	1.75" INTERMED. COURSE	5467	SY	9.56	\$52,264.52	100%	\$0.00
304	10" AGGREGATE BASE	5467	SY	14.10	\$77,084.70	100%	\$0.00
609	ODOT TYPE 6 CURB	3540	LF	18.00	\$63,720.00	100%	\$0.00
608	CURB RAMPS	16	EA	600.00	\$9,600.00	100%	\$0.00
608	4" CONCRETE SIDEWALK	1932	SY	55.53	\$107,283.96	75%	\$26,820.99
611	8" SANITARY SDR35	2165	LF	50.00	\$108,250.00	98%	\$2,165.00
611	SANITARY MH	11	EA	2500.00	\$27,500.00	98%	\$550.00
611	8X6 WYE	43	EA	150.00	\$6,450.00	98%	\$129.00
611	6" LATERAL & CO	1666	LF	40.00	\$66,640.00	98%	\$1,332.80
611	CONNECT TO EX. MH	1	EA	2500.00	\$2,500.00	98%	\$50.00
638	8" WM INCL. FITTINGS	1922	LF	60.00	\$115,320.00	100%	\$0.00
638	16" WM INCL. FITTINGS	219	LF	150.00	\$32,850.00	100%	\$0.00
638	8" VALVE AND BOX	11	EA	1500.00	\$16,500.00	100%	\$0.00
638	16" VALVE AND BOX	2	EA	7000.00	\$14,000.00	100%	\$0.00
638	6" FH ASSY, INC. FITTINGS	3	EA	5000.00	\$15,000.00	100%	\$0.00
638	6" TEMP FH ASSY INC FITTINGS	3	EA	2500.00	\$7,500.00	100%	\$0.00
638	1" WATER SERVICES	39	EA	850.00	\$33,150.00	100%	\$0.00
638	CONNECT TO EX. WM	1	EA	5000.00	\$5,000.00	100%	\$0.00
611	8" STORM PIPE	20	LF	22.50	\$450.00	100%	\$0.00
611	12" STORM PIPE	1290	LF	25.00	\$32,250.00	100%	\$0.00
611	15" STORM PIPE	673	LF	30.00	\$20,190.00	100%	\$0.00
611	18" STORM PIPE	859	LF	35.00	\$30,065.00	100%	\$0.00
611	ANTI SEEP COLLAR	3	EA	500.00	\$1,500.00	100%	\$0.00
611	CB-2-2A	6	EA	1200.00	\$7,200.00	100%	\$0.00
611	CB-2-2B	4	EA	1175.00	\$4,700.00	100%	\$0.00
611	CB-2-3	1	EA	2300.00	\$2,300.00	100%	\$0.00
611	CB-2-4	1	EA	4800.00	\$4,800.00	100%	\$0.00
611	HW-1 HEADWALL 12"	2	EA	900.00	\$1,800.00	100%	\$0.00
611	HW-1 HEADWALL 15"	2	EA	1000.00	\$2,000.00	100%	\$0.00
611	HW-1 HEADWALL 18"	1	EA	1000.00	\$1,000.00	100%	\$0.00
601	ROCK CHANNEL PROTECT. C	8.1	CY	82.00	\$664.20	100%	\$0.00
661	LANDSCAPING - TREES	1	LS	79751.25	\$79,751.25	60%	\$31,900.50
662	LANDSCAPING - SHRUBS GRASSES PERENNIA	1	LS	13264.51	\$13,264.51	60%	\$5,305.80
663	LANDSCAPING - BED EDGE, MULCH, PRE-EME	1	LS	3642.47	\$3,642.47	60%	\$1,456.99
1100	STREET LIGHTS	8	EA	1585.00	\$12,680.00	100%	\$0.00

SUBTOTAL \$1,070,153.13 \$69,711.08

CONTINGENCY 10% \$107,015.31 \$6,971.11

GRAND TOTAL REMAINING \$76,682.19

PROJECT OWLS LANDING, BLOCK B

ENGINEER BAYER BECKER

DATE 03.07.25

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT \$	ORIG. \$ EXT.	% COMPLETE	REMAINING \$ EXT.
441	1.5" SURFACE COURSE	895	SY	9.56	\$8,556.20	100%	\$0.00
441	1.75" INTERMEDIATE COURSE	895	SY	9.56	\$8,556.20	100%	\$0.00
304	10" AGGREGATE BASE	895	SY	14.10	\$12,619.50	100%	\$0.00
609	ODOT TYPE 6 CURB	671	LF	18.00	\$12,078.00	100%	\$0.00
608	4" CONCRETE SIDEWALK	373	SY	55.53	\$20,712.69	75%	\$5,178.17
611	8" SANITARY SDR35	395	LF	50.00	\$19,750.00	90%	\$1,975.00
611	SANITARY MH	2	EA	2500.00	\$5,000.00	90%	\$500.00
611	8X6 WYE	12	EA	150.00	\$1,800.00	90%	\$180.00
611	6" LATERAL & CO	494	LF	40.00	\$19,760.00	90%	\$1,976.00
638	8"WM INCL.FITTINGS	352	LF	60.00	\$21,120.00	100%	\$0.00
638	6"FH ASSY, INC. FITTINGS	1	EA	5000.00	\$5,000.00	100%	\$0.00
638	1" WATER SERVICES	11	EA	850.00	\$9,350.00	100%	\$0.00
611	12" STORM PIPE	60	LF	25.00	\$1,500.00	100%	\$0.00
611	18" STORM PIPE	53	LF	35.00	\$1,855.00	100%	\$0.00
611	24" STORM PIPE	270	LF	45.00	\$12,150.00	100%	\$0.00
611	ANTI SEEP COLLAR	3	EA	500.00	\$1,500.00	100%	\$0.00
611	CB-2-2B	1	EA	1175.00	\$1,175.00	100%	\$0.00
611	CB-2-3	2	EA	2300.00	\$4,600.00	100%	\$0.00
611	CB-2-4 MODIFIED	1	EA	4800.00	\$4,800.00	100%	\$0.00
611	HW-1 HEADWALL 12"	1	EA	900.00	\$900.00	100%	\$0.00
611	HW-1 HEADWALL 18"	1	EA	1000.00	\$1,000.00	100%	\$0.00
611	HW-1 HEADWALL 24"	1	EA	1000.00	\$1,000.00	100%	\$0.00
601	ROCK CHANNEL PROTECT. C	6.1	CY	82.00	\$500.20	100%	\$0.00
661	LANDSCAPING - TREES	1	LS	8482.41	\$8,482.41	60%	\$3,392.96
662	LANDSCAPING - SHRUBS GRASSES PERENNIA	1	LS	13264.51	\$13,264.51	60%	\$5,305.80
1100	STREET LIGHTS	1	EA	1585.00	\$1,585.00	100%	\$0.00
SUBTOTAL					\$198,614.71		\$18,507.94
CONTINGENCY					10%	\$19,861.47	\$1,850.79
GRAND TOTAL REMAINING							\$20,358.73

PROJECT OWLS LANDING, BLOCK C

ENGINEER BAYER BECKER

DATE 03.07.25

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT \$	ORIG. \$ EXT.	% COMPLETE	REMAINING \$ EXT.
441	1.5" SURF.COURSE	3471	SY	9.56	\$33,182.76	100%	\$0.00
441	1.75"INTERMED.COURSE	3471	SY	9.56	\$33,182.76	100%	\$0.00
304	10" AGGREGATE BASE	3471	SY	14.10	\$48,941.10	100%	\$0.00
609	ODOT TYPE 6 CURB	2355	LF	18.00	\$42,390.00	100%	\$0.00
608	CURB RAMPS	5	EA	600.00	\$3,000.00	100%	\$0.00
608	4" CONCRETE SIDEWALK	1320	SY	55.53	\$73,299.60	0%	\$73,299.60
611	8" SANITARY SDR35	936	LF	50.00	\$46,800.00	90%	\$4,680.00
611	SANITARY MH	5	EA	2500.00	\$12,500.00	90%	\$1,250.00
611	8X6 WYE	31	EA	150.00	\$4,650.00	90%	\$465.00
611	6" LATERAL & CO	1329	LF	40.00	\$53,160.00	90%	\$5,316.00
638	8"WM INCL.FITTINGS	1116	LF	60.00	\$66,960.00	100%	\$0.00
638	8"VALVE AND BOX	3	EA	1500.00	\$4,500.00	100%	\$0.00
638	6"FH ASSY, INC. FITTINGS	3	EA	5000.00	\$15,000.00	100%	\$0.00
638	1" WATER SERVICES	35	EA	850.00	\$29,750.00	100%	\$0.00
611	12" STORM PIPE	214	LF	25.00	\$5,350.00	100%	\$0.00
611	15" STORM PIPE	136	LF	30.00	\$4,080.00	100%	\$0.00
611	18" STORM PIPE	221	LF	35.00	\$7,735.00	100%	\$0.00
611	24" STORM PIPE	487	LF	45.00	\$21,915.00	100%	\$0.00
611	CB-2-2A	2	EA	1200.00	\$2,400.00	100%	\$0.00
611	CB-2-3	5	EA	2300.00	\$11,500.00	100%	\$0.00
611	STORM MANHOLE	1	EA	2000.00	\$2,000.00	100%	\$0.00
661	LANDSCAPING - TREES	1	LS	31102.15	\$31,102.15	0%	\$31,102.15
1100	STREET LIGHTS	5	EA	1585.00	\$7,925.00	0%	\$7,925.00
SUBTOTAL					\$561,323.37		\$124,037.75
CONTINGENCY					10%	\$56,132.34	\$12,403.78
GRAND TOTAL REMAINING							\$136,441.53



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Community Development
PREPARED BY:	Sam Perry
DATE PREPARED:	3/27/2025
COUNCIL MEETING DATE:	April 1, 2025
AGENDA TITLE:	A Resolution Authorizing The City Manager To Sign A Memorandum Of Understanding With Three Property Owners Within The North Ridge III Subdivision Regarding The Maintenance Of An Existing Bike Path Easement Between Honor Lane and Dufour Lane (Sam Perry, Community Development Director)
COUNCIL GOAL AREA:	Service Excellence
BUDGETED AMOUNT:	0
ACCOUNT CODE:	
RECOMMENDATION:	Approve as presented
CITY MANAGER/DEPT HEAD APPROVAL:	SP

DISCUSSION:

Three property owners within the North Ridge Subdivision, reached out to city staff inquiring about the existing bike path between Honor and Dufour Lanes. This was in response to the 2021 and 2024 planning [processes](#) for the completion of the route planning for the Oxford Area Trail System. In December 2024, the route [alignment](#) through this easement, was approved by City Council. The property owners are not against the path usage for future trail expansion. The owners request that the City take a closer look at the ownership, traffic safety and maintenance. The attached Memorandum of Understanding is the result of the discussions between the City Law Director and the owners' representative. Staff requests that Council authorize the City Manager to sign the MOU. The next step would be for the City to survey the boundary of this section of path and easement, and then record a new easement. After the survey is completed, a more specific easement document will be recorded with the Butler County Recorder's office. The cost of the land survey is estimated at \$2,800.00.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THREE PROPERTY OWNERS WITHIN THE NORTH RIDGE III SUBDIVISION REGARDING MAINTENANCE OF AN EXISTING BIKE PATH EASEMENT BETWEEN HONOR LANE AND DUFOUR LANE

WHEREAS, In April 2004, the North Ridge III Subdivision plat was approved and recorded; and

WHEREAS, a Bike Path Easement was shown on the recorded plat, located between Honor Lane and Dufour Lane; and

WHEREAS, the 2021 and 2024 public planning processes for the Oxford Area Trail raised concerns of the three abutting property owners, regarding impact of the future trail connection, and maintenance of the existing path; and

WHEREAS, at this time, the funding for the design and construction of the Oxford Area Trail connection in this location has not yet been scheduled; and

WHEREAS, legal representation of the property owners and the City Law Director collaborated on a memorandum of understanding (MOU); and

WHEREAS, The Community Development Director and City Manager recommends that Council authorize the City Manager to sign the MOU.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION 1: Oxford City Council authorizes the City Manager to sign the MOU with the three property owners in the North Ridge III Subdivision that are abutting the Bike Path Easement.

SECTION 2: This Resolution shall take effect as early as allowable by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL
INTRODUCED BY: MAYOR WILLIAM SNAVELY
PREPARED BY: PLANNING STAFF (STAFF)
CHECKED BY: LAW (STAFF)

Memorandum of Understanding for the Northern Arc Expansion of the Oxford Area Trail System Between Dufour Lane and Honor Lane

This Memorandum of Understanding (“MOU”) is entered into on this ____ day of _____, 2025 by and between the City of Oxford, Ohio (the “City”) and the property owners of 591 Honor Lane (the “Kahns”), 601 Honor Lane (the “Wagners”) and 796 Dufour Lane (the “Virks”) located in North Ridge III Subdivision in Oxford, Ohio (collectively hereinafter the “Property Owners”)(and the City and Property Owners collectively hereafter referred to as the “Parties”).

WHEREAS, the Parties agree that it is unclear whether the Bike Path Easement located between Dufour Lane and Honor Lane as shown in the Final Record Plat of the North Ridge III Subdivision was dedicated a public or private easement;

WHEREAS, the North Ridge III Subdivision has no active Homeowners’ Association (“HOA”) and on information and belief the HOA has no interest in the Bike Path;

WHEREAS, all current maintenance obligations and liability fall upon a limited homeowner’s association created for the purposes of maintaining the “Bike Path” that borders the Property Owners’ Properties;

WHEREAS, the Bike Path Easement is intended to become a connecting segment of the Oxford Area Trail System (“OATS”) as part of the “Northern Arc Expansion”;

WHEREAS, the Parties would like to resolve any ambiguity or confusion surrounding the Bike Path moving forward; and

THEREFORE, the Parties agree that they shall execute an agreement contemporaneous with the Bike Path’s incorporation into OATS and that this MOU shall serve as a guideline of the terms that shall be incorporated into such agreement when the time arises. The Parties further agree it would be mutually beneficial if the City confirms its intentions pertaining to connecting the Bike Path Easement to the OATS network of trails as follows:

1. The Parties agree that in order to resolve any ambiguity or confusion regarding the Bike Path Easement that they will execute an agreement when the OATS expansion plans are approved.
2. The Parties acknowledge that the “Design” phase of the OATS expansion is potentially years in the future and no such agreement between them makes sense until such time as the final design and footprint of the OATS path is approved.
3. The Parties agree that it is mutually beneficial to have the City undertake all maintenance obligations and liability related to the public use of the Bike Path Easement area.
4. In conjunction with the agreement between the Parties, and in anticipation of the Northern Arc Expansion, the City will pay for a survey and the creation of a formal legal description for the Bike Path Easement area. The survey will be used to formally record a public easement in the area now generally shown at the Bike Path Easement. All costs associated with effectuating the formal recording of the Bike Path Easement shall be paid by the City,

but the City shall not be obligated to pay Property Owners for the acquisition of the Bike Path Easement as it exists today.

5. In the event that the final expansion of OATS exceeds the current footprint of the Bike Path Easement Area, so demonstrated on the legal description to be established by the survey, City shall undergo appropriation discussions with the Property Owners as it would in the normal course of private property acquisitions and Property Owners may be entitled to compensation for the areas that are acquired for use by the City beyond the current scope of the Bike Path.
6. The City agrees to maintain the Bike Path Easement area depicted in attached Exhibit B and as will be later described in the recorded legal description.
7. The City shall monitor and study the existing traffic issues on Dufour Lane and Honor Lane prior to the Northern Arc Expansion, as well as evaluate and study the impact on the neighborhood. The City will also monitor and evaluate the traffic implications of incorporating the Bike Path Easement into the OATS network for the purpose of considering if any traffic remediation is needed before, during and after such incorporation.

This MOU represents the mutual understanding and intentions of the Parties in anticipation of the Northern Arc Expansion of the OATS network.

CITY OF OXFORD

Douglas R. Elliott, Jr., City Manager

Date: _____

591 HONOR LANE
MAHMUD KHAN

Signature: _____
Date: _____

SUMNA KHAN

Signature: _____
Date: _____

601 HONOR LANE
SEAN WAGNER

Signature: _____
Date: _____

MICHELLE WAGNER

Signature: _____
Date: _____

796 DUFOUR LANE
KARIN KALLUSCH

Signature: _____
Date: _____

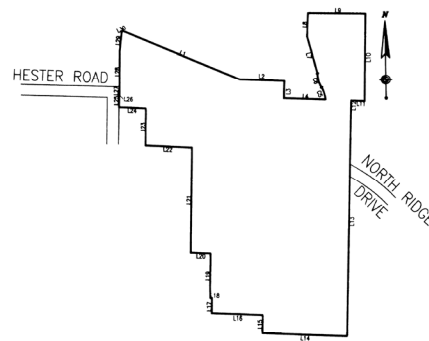
KARAMPAL SINGH aka VIRK

Signature: _____
Date: _____

FINAL RECORD PLAT OF NORTH RIDGE III

LOT #1296, 1297, 1298, 1299, 1300, 1301,
3185 & D.B. 6796 PG. 2006

CITY OF OXFORD, BUTLER COUNTY OHIO
COMPOSED OF 34.036 TOTAL ACRES
APRIL, 2004



PROPERTY MAP INDEX NOT TO SCALE									
LINE	BEARING	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT	DEGREE OF CURVE	
L1	S 86°37'53" E		204.21					38°11'50"	
L2	S 86°58'12" E		248.25					38°11'50"	
L3	S 03°01'48" W		97.23					38°11'50"	
L4	S 86°54'12" E		232.78					38°11'50"	
C1	S 150.00'	73.02'	84.40'	83.29'	N 16°58'43" W	37.25'	43.35'	38°11'50"	
L7	N 14°48'17" W		211.17'						
L8	N 03°01'48" E		132.01'						
L9	S 86°58'12" E		320.98'						
L10	S 03°01'48" W		488.95'						
L11	N 86°54'12" W		74.80'						
L12	S 03°05'48" W		12.99'						
L13	S 02°00'11" W		1303.48'						
L14	N 86°50'28" W		472.45'						
L15	N 01°54'36" E		100.00'						
L16	N 86°50'40" W		283.64'						
L17	N 01°42'32" E		82.53'						
L18	N 86°50'28" W		8.80'						
L19	N 01°28'02" E		249.82'						
L20	N 86°50'12" W		110.82'						
L21	N 01°46'48" E		385.48'						
L22	N 86°54'12" W		298.68'						
L23	N 01°39'10" E		210.00'						
L24	N 86°18'50" W		150.00'						
L25	N 01°39'10" E		69.24'						
L26	S 86°54'50" E		1.99'						
L27	N 03°05'10" E		14.27'						
L28	N 01°25'37" E		230.61'						
L29	N 06°42'33" E		106.84'						
L30	N 63°59'57" E		7.75'						

PROPERTY MAP
NOT TO SCALE

STATE OF OHIO S.S.

BE IT REMEMBERED THAT ON THIS 20th DAY OF
August, 2004, BEFORE ME A NOTARY PUBLIC, IN
AND FOR THE STATE OF OHIO, PERSONALLY G. COE POTTER TR.,
DENNIS DAY TR., RAY DAY TR., RAY & MARY DAY, DENNIS &
BARBARA DAY WHO ACKNOWLEDGED THAT THEY SIGN THE FOREGOING
INSTRUMENT MENTIONED AND THAT THE SAME IS THEIR VOLUNTARY
ACT AND DEED FOR THE USES AND PURPOSES IN SAID INSTRUMENT
MENTIONED, IN TESTIMONY WHEREOF, I HERETO SUBSCRIBE MY
NAME AND AFFIX MY NOTORIAL SEAL THIS DAY AND YEAR AFORESAID.

Dan E. Huns
NOTARY PUBLIC, STATE OF OHIO
ATTEST: My Comm. Expires NOVEMBER 2, 2004
MY COMMISSION EXPIRES

CITY OF OXFORD, OHIO

Dan E. Huns 8-19-2004
CITY MANAGER DATE
Blair Jones 8-19-2004
CITY ENGINEER DATE
Paul W. Huns 8/19/04
PLANNING DIRECTOR DATE

ENTERED FOR TRANSFER November 2, 2004 A.D. 2004
TRANSFERRED November 2, 2004 A.D. 2004
John Rogers BY Both Dayland
AUDITOR BUTLER COUNTY, OHIO DEPUTY
FILE FOR RECORD November 2, 2004 AT 4:05 pm
RECORDED November 2, 2004 A.D. 2004
PLAT ENVELOPE 3744 AB PAGES
Danny M. Crank BY Both Miller
RECORDER, BUTLER COUNTY, OHIO DEPUTY
FILE # 94935 FEE 172.80



THOMAS GRAHAM ASSOCIATES, INC.
803 Compton Road
Cincinnati, Ohio 45231
513-521-4760
Fax # 513-521-2439

Engineers
Planners
Surveyors

FINAL RECORD PLAT
NORTH RIDGE III
LOT #1296, 1297, 1298, 1299, 1300, 1301,
3185 & D.B. 6796 PG. 2006
CITY OF OXFORD, BUTLER COUNTY, OHIO

DATE: AUGUST 11, 2004
DRAWN: J.L.K.
FILENAME: 7217_Final_record.DWG
CHECKED: T.G.G.

EASEMENTS ON SAID PLAT, DESIGNATED AS (UTILITY EASEMENTS OR PUBLIC UTILITY EASEMENTS) ARE PROVIDED FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF POLES, WIRES AND CONDUITS, AND THE NECESSARY ATTACHMENTS IN CONNECTION THEREWITH, FOR THE TRANSMISSION OF ELECTRIC, TELEPHONE, AND OTHER PURPOSE FOR THE CONSTRUCTION AND MAINTENANCE OF SERVICE AND UNDERGROUND STORM WATER DRAINS, PIPELINES FOR SUPPLYING GAS, WATER, HEAT, AND OTHER PUBLIC OR QUASI CONNECTIONS, AND ALSO THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENTS AND TO CUT, TRIM OR REMOVE TREES AND UNDERGROWTH OR OVERHANGING BRANCHES WITHIN SAID EASEMENT OR IMMEDIATE ADJACENT THERETO. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO 1) REDUCE THE CLEARANCE OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; 2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; 3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITY OR 4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO, VERIZON, OXFORD NATURAL GAS, CINCINERGY, AND TIME WARNER CABLE.

EASEMENTS ON SAID PLAT, DESIGNATED AS "SANITARY SEWER EASEMENTS" OR "WATER EASEMENTS" ARE PROVIDED FOR THE RIGHT TO CONSTRUCT, USE, MAINTAIN AND KEEP IN REPAIR THEREON A SANITARY SEWER PIPELINE AND/OR WATER MAINS AND APPURTENANCES THERETO NECESSARY TO THE OPERATION THEREOF, AND ARE PERPETUALLY DEDICATED TO THE CITY OF OXFORD.

ALL EASEMENTS SHALL BE KEPT CLEAR OF DECKS, POOLS, PLANTING AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE UTILITIES. EAVES MAY ENCRATCH NO MORE THAN 18 INCHES INTO ANY EASEMENT.

ALL STREETS IN SAID SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH APPROVED PLANS ON FILE IN THE OFFICE OF THE CITY ENGINEER. STREET NAME SIGNS, ERECTED, AND DRAINAGE STRUCTURES CONSTRUCTED AS PER APPROVED PLANS ON FILE IN THE CITY ENGINEER'S OFFICE. ALL STREETS SHALL BE CONSTRUCTED, WITH THE EXCEPTION OF THE TOP COURSE FROM THE DATE THE PLAT IS APPROVED BY THE CITY COUNCIL, AND SHALL BE MAINTAINED AND KEPT IN REPAIR FOR A PERIOD OF ONE YEAR FROM THE DATE CONSTRUCTED STREETS ARE APPROVED BY THE CITY ENGINEER.

ALL BUILDINGS ARE TO BE SERVED BY THE PUBLIC SEWER SYSTEM AND SHALL BE CONSTRUCTED SO AS TO PROVIDE GRAVITY FLOW TO THE SANITARY SEWER MAIN. LOT #S 3529, 3550, 3551, & 3554 REQUIRE PUMPING TO SERVE BASEMENTS. NO PUMPING FACILITIES SHALL BE INSTALLED WITHOUT REVIEW AND WRITTEN APPROVAL GIVEN BY THE CITY OF OXFORD.

LOT 3573 IS FOR THE PURPOSE OF PROVIDING FOR STORMWATER DRAINAGE STRUCTURES THAT WILL SERVE THE STORMWATER DRAINAGE REQUIREMENTS OF ALL OF THE NORTH RIDGE III SUBDIVISION.

ANY LOT TRANSFERRED SHALL HAVE A MINIMUM WIDTH AND AREA SUBSTANTIALLY THE SAME AS SHOWN ON THE ACCOMPANYING PLAT AND ONLY ONE PRINCIPAL BUILDING WILL BE PERMITTED ON ANY SUCH LOT. ANY SPLITS OR FURTHER SUBDIVIDING SHALL BE DONE BY REPLAT ONLY, IF AN ADDITIONAL BUILDING SITE(S) IS CREATED.

TYPICAL FIFTEEN FOOT PUBLIC UTILITY EASEMENT TO BE PROVIDED AND DEDICATED ON ALL EXTERIOR LOT LINES. TYPICAL SEVEN AND ONE HALF FOOT PUBLIC UTILITY EASEMENTS TO BE PROVIDED AND DEDICATED ALONG ALL INTERIOR LOT LINES AS DEEMED NECESSARY BY THE CITY ENGINEER.

H.O.A. DRAINAGE EASEMENTS

THE CITY OF OXFORD DOES NOT ACCEPT ANY PRIVATE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. THE CITY OF OXFORD IS NOT OBLIGATED TO MAINTAIN OR REPAIR ANY CHANNELS OR INSTALLATIONS IN SAID EASEMENTS. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT. MAINTENANCE OF ALL IMPROVEMENTS WITHIN H.O.A. DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE (NAME OF SUBDIVISION H.O.A.) AS PROVIDED FOR IN THE DECLARATION AND IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE CITY ENGINEER. WITHIN THE EASEMENT AREA, NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR CHANGE THE DIRECTION OF THE WATER FLOW.

OR

PUBLIC DRAINAGE EASEMENTS

EASEMENTS SHOWN ON THIS PLAT ARE FOR THE EXCLUSIVE USE OF THE CITY OF OXFORD FOR THE CONSTRUCTION, OPERATION, REPAIR OR REPLACEMENT OF SEWER, MANHOLES, CATCH BASINS, CONCRETE CHANNELS, HEADWALLS, DITCHES OR OTHER STORM WATER FACILITIES UNLESS SPECIFIC PERMISSION IS GRANTED TO AN OUTSIDE AGENCY OR UTILITY. EASEMENTS ARE ALSO TO PROVIDE INGRESS AND EGRESS FOR SAID PURPOSE.

THESE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, FENCES, DECKS, POOLS, PAVING, PLANTING, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY AND ADJUTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE. EAVES MAY ENCRATCH NO MORE THAN 18 INCHES INTO ANY EASEMENT.

THE CITY OF OXFORD DOES NOT ACCEPT ANY PRIVATE DRAINAGE EASEMENTS SHOWN ON THE ACCOMPANYING PLAT, AND THE CITY OF OXFORD IS NOT OBLIGATED TO MAINTAIN OR REPAIR ANY CHANNELS OR INSTALLATIONS IN SAID EASEMENTS. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT. IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE CITY ENGINEER, NO STRUCTURE, PLANTING, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WITHIN THE EASEMENT AREA, WHICH MAY OBSTRUCT, RETARD OR CHANGE THE DIRECTION OF WATER FLOW. THE MAINTENANCE OF THE DETENTION AREAS IS THE RESPONSIBILITY OF THE OWNER OF THE LAND ON WHICH THEY ARE LOCATED.

THE CITY OF OXFORD ALSO WILL NOT BE RESPONSIBLE FOR ADJUSTING MANHOLES, VALVES, FIRE HYDRANTS, METER PITS, ETC., AS A RESULT OF GRADE CHANGES. THE GRANTOR SHALL BE RESPONSIBLE FOR THE PROPER ADJUSTMENT OF MANHOLES, VALVES, FIRE HYDRANT, METER PITS, ETC., TO THE SATISFACTION OF THE CITY OF OXFORD, DUE TO GRADE CHANGES, PAVING, REPLAVING, ETC., INITIATED BY THE GRANTOR.

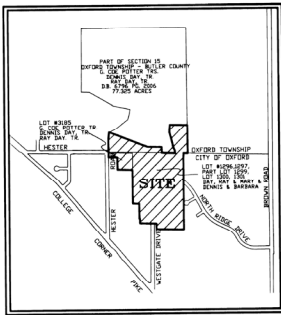
THE UNDERSIGNED, BEING THE OWNER OF 34.036 TOTAL ACRES OF LAND IN LOT # 1296, 1297, 1298, 1299, 1300, 1301, 3185 AND D.B. 6796 PG. 2006 OF THE CITY OF OXFORD, BUTLER COUNTY, OHIO, DO HEREBY ASSENT TO AND ADOPT THE ACCOMPANYING DEDICATION PLAT TO BE KNOWN AS NORTH RIDGE III AND DO HEREBY PERPETUALLY DEDICATE TO THE CITY OF OXFORD THE SHOWN 60 FOOT WIDE RIGHT-OF-WAY, STREETS FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF ROADWAY, PUBLIC UTILITIES POLES, WIRES, CONDUITS, AND NECESSARY ATTACHMENTS IN CONNECTION THEREWITH FOR THE TRANSMISSION OF ELECTRICITY, TELEPHONE, AND CABLE; AND FOR THE PURPOSES FOR THE CONSTRUCTION AND MAINTENANCE OF PIPE LINES FOR SUPPLYING GAS, IN ACCORDANCE WITH THE LAWS IN SUCH CASES MADE AND PROVIDED, IN STREETS AND ROADWAYS AS SHOWN ON SAID PLAT, AND DECLARES THE SAME TO BE FREE AND UNENCUMBERED. THE TITLE ACQUIRED BY DEED BOOK _____ PAGE _____.

IN WITNESS WHEREOF, WE HAVE UNTO SET OUR HANDS ON THIS 20th DAY OF August, 2004

WITNESS Ray Jones Blair Jones Mary Day
OWNER
Dennis Day Barbara Day
OWNER
G. Coe Potter Tr.
OWNER

FINAL RECORD PLAT OF NORTHRIDGE III

LOT #1296, 1297, 1298, 1299, 1300, 1301, 3185, & D.B. 6796 PG. 2006
CITY OF OXFORD, BUTLER COUNTY OHIO
COMPOSED OF 34.036 TOTAL ACRES
APRIL, 2004

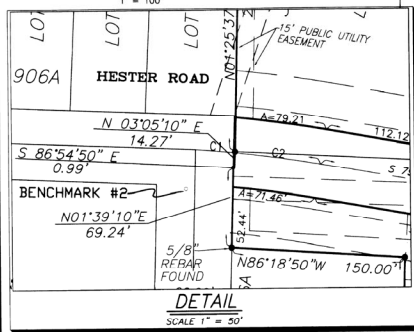


VICINITY MAP

1" = 1000'



GRAPHIC SCALE

SEE DETAIL
THIS SHEET**BENCHMARK**

BENCHMARK #1: EX. SAN MH K' RM=905.08 INV=894.53 D=10.20' N 56°21'9.90" E 1332927.27
BENCHMARK #2: EX. SAN MH K' RM=947.10 INV=936.88 D=10.20' N 56°21'9.90" E 1331887.77

TOTAL LINEAR FEET OF DEDICATED STREETS = 3,678.4

TOTAL AREA OF DEDICATED STREETS = 5.19 ACRES

I hereby state to the best of my knowledge, information and belief that the accompanying plat is the correct return of a survey made under my direction for NORTHRIDGE III, that monuments have been set and their size are correct as shown on the plat and that the City of Oxford subdivision regulations have been complied with to the best of my knowledge.



Robert W. Trenkamp
Robert W. Trenkamp, P.S.
Registered Surveyor #6452 in Ohio

LOT NUMBER	FEMA 1st FLOOR ELEV. BASEMENT	MIN. OPEN ELEV.	MIN. BUILDING DRAIN (S&S, S&W)	LOT AREA (ACRES)	LOT AREA (SQ. FT.)
3488	N/A	N/A	896.12	0.48	20,858.33
3489	N/A	N/A	899.46	0.37	15,953.76
3500	N/A	N/A	904.01	0.44	19,278.90
3501	N/A	N/A	909.50	0.42	18,370.92
3502	N/A	N/A	912.48	0.42	18,269.92
3503	N/A	N/A	917.38	0.40	17,208.89
3504	N/A	N/A	920.87	0.43	18,867.81
3505	N/A	N/A	924.93	0.37	16,048.20
3506	N/A	N/A	925.84	0.54	23,530.87
3507	N/A	N/A	925.51	0.48	20,741.60
3508	N/A	N/A	941.37	0.40	17,460.54
3509	N/A	N/A	941.24	0.36	15,685.17
3510	N/A	N/A	937.17	0.53	22,878.27
3511	N/A	N/A	934.04	0.53	23,230.26
3512	N/A	N/A	930.38	0.44	19,168.95
3513	N/A	N/A	926.27	0.54	23,575.71
3514	N/A	N/A	923.26	0.59	25,486.69
3515	N/A	N/A	918.78	0.45	19,430.34
3516	N/A	N/A	917.44	0.50	21,949.83
3517	N/A	N/A	914.31	0.49	21,367.51
3518	N/A	N/A	907.78	0.56	24,434.29
3519	N/A	N/A	910.09	0.39	16,794.26
3520	N/A	N/A	913.90	0.44	19,141.41
3521	N/A	N/A	918.01	0.49	21,331.05
3522	N/A	N/A	921.80	0.63	27,243.85
3523	N/A	N/A	925.65	1.46	63,474.33
3524	N/A	N/A	920.68	0.62	26,877.78
3525	N/A	N/A	912.56	0.46	20,048.69
3526	N/A	N/A	912.77	0.46	20,000.70
3527	N/A	N/A	910.30	0.43	18,918.08
3528	N/A	N/A	905.71	0.47	20,388.62
3529	N/A	N/A	914.65	0.37	16,016.08
3530	N/A	N/A	924.18	0.48	20,848.47
3531	N/A	N/A	905.89	0.37	16,053.40
3532	N/A	N/A	908.70	0.36	15,553.27
3533	N/A	N/A	911.67	0.36	15,608.98
3534	N/A	N/A	914.65	0.37	16,016.08
3535	N/A	N/A	918.97	0.36	15,520.24
3536	N/A	N/A	923.37	0.42	18,111.51
3537	N/A	N/A	926.35	0.37	16,252.14
3538	N/A	N/A	930.50	0.34	14,902.11
3539	N/A	N/A	934.24	0.40	17,330.93
3540	N/A	N/A	937.76	0.38	16,291.25
3541	N/A	N/A	920.72	0.35	15,117.20
3542	N/A	N/A	917.27	0.29	12,463.15
3543	N/A	N/A	913.20	0.32	14,052.80
3544	N/A	N/A	909.30	0.36	15,642.45
3545	N/A	N/A	903.86	0.41	17,994.73
3546	N/A	N/A	900.00	0.51	22,001.84
3547	N/A	N/A	897.19	0.49	21,386.27
3548	N/A	N/A	895.00	0.45	19,756.26
3549	N/A	N/A	895.06	0.46	20,022.99
3550	N/A	N/A	895.76	0.51	22,085.92
3551	N/A	N/A	895.83	0.39	16,978.97
3552	N/A	N/A	893.20	0.30	13,102.60
3553	N/A	N/A	894.69	0.40	17,237.15
3554	N/A	N/A	897.89	3.192	139,031.67

* LOT #'S 3529, 3550, 3551, & 3573 CANNOT HAVE GRAVITY SEWERS FOR BASEMENTS

DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY
10/1/03	WJ	10/1/03	WJ	10/1/03	WJ	10/1/03	WJ	10/1/03	WJ
10/1/03	WJ	10/1/03	WJ	10/1/03	WJ	10/1/03	WJ	10/1/03	WJ
10/1/03	WJ	10/1/03	WJ	10/1/03	WJ	10/1/03	WJ	10/1/03	WJ
10/1/03	WJ	10/1/03	WJ	10/1/03	WJ	10/1/03	WJ	10/1/03	WJ



THOMAS
GRAHAM
ASSOCIATES, INC.

803 Compton Road
Cincinnati, Ohio 45231
513-521-4760
Fax: 513-521-2439

• Engineers
• Planners
• Surveyors

FINAL RECORD PLAT NORTH RIDGE III

LOT #1296, 1297, 1298, 1299, 1300, 1301,
3185, & D.B. 6796 PG. 2006
CITY OF OXFORD, BUTLER COUNTY, OHIO

DATE: AUGUST 11, 2004
FILENAME: 7217_final_record.DWG

DRAWN: J.L.K.
CHECKED: T.G.G.



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Finance
PREPARED BY:	Heidi Ridenour
DATE PREPARED:	3/25/2025
COUNCIL MEETING DATE:	April 1, 2025
AGENDA TITLE:	A Resolution Accepting The Insurance Bid Of Insurance Specialist Group, Inc., DBA Love Insurance Partners For The City's Property And Casualty Insurance Coverage For 2025. (Heidi Ridenour, Finance Director)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	\$274,730.00
ACCOUNT CODE:	Various
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	HR DRE

DISCUSSION:

Staff is requesting Council to approve the general liability and property and casualty insurance renewal of \$274,730 for 2025. This represents a \$20,191 increase over last year's cost of \$254,539. Our agent, Love Insurance Inc., shopped the competitive market and was able to achieve a 7.93% increase while simultaneously reducing deductibles compared to last year. The Travelers Companies provided a competitive quote and outbid our current carrier Tokio Marine - HCC. HCC proposed a 14% increase over last year's premium, while increasing our deductibles again this year. With the passage of this resolution, we will renew our policy to avoid a lapse in coverage. Insurance premiums will be paid on a semiannual basis.

Travelers offer \$10 million umbrella coverage over six areas: General Liability which includes fire department EMT liability and sexual abuse and molestation, Law Enforcement Professional Liability, Auto Liability, Public Officials Errors and Omissions, Employment Practices Liability and Employee Benefits Errors and Omissions each with \$10 million in excess coverage. Most other carriers would offer \$10 million in excess in total.

RESOLUTION NO.

A RESOLUTION ACCEPTING THE INSURANCE BID OF INSURANCE SPECIALIST GROUP, INC., DBA LOVE INSURANCE PARTNERS FOR THE CITY'S PROPERTY AND CASUALTY INSURANCE COVERAGE FOR 2025.

WHEREAS, Insurance Specialist Group, Inc., dba Love Insurance Partners (hereinafter 'Love Insurance Partners') submitted an insurance bid not to exceed \$274,730.00 for the City's property and casualty insurance coverage for 2025, a \$20,191.00 increase over last year's cost of \$254,539.00; and

WHEREAS, the City Manager and the Finance Director recommend Council accept the insurance bid of Love Insurance Partners not to exceed \$274,730.00 for the City's property and casualty insurance coverage for 2025.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOLVES THAT:

SECTION 1: Council hereby accepts the recommendation of the City Manager and the Finance Director and accepts the insurance bid of Love Insurance Partners not to exceed \$274,730.00 for the City's property and casualty insurance coverage for 2025.

SECTION 2: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL
INTRODUCED BY: WILLAM SNAVELY
PREPARED BY: LAW (STAFF)